



# भारत का राजपत्र The Gazette of India

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No. 30] NEW DELHI, JULY 29—AUGUST 4, 2018, SATURDAY/SRAVANA 7—SRAVANA 13, 1940

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय  
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 25 जून, 2018

**का.आ. 1128.**—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ख) और धारा 20 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, श्री अरिजीत बसु (जन्म तिथि: 23.10.1960) को उनके पदभार ग्रहण करने की तारीख से या उनकी अधिवर्षिता की तारीख अर्थात् 31.10.2020 तक अथवा अगले आदेश होने तक, जो भी पहले हो, भारतीय स्टेट बैंक में प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा. सं. 2/1/2016-बीओ-1]

ज्ञानोत्तम राय, अवसर सचिव

MINISTRY OF FINANCE  
(Department of Financial Services)

New Delhi, the 25th June, 2018

**S.O. 1128.**—In exercise of the powers conferred by clause (b) of section (19) and sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, after consultation with the Reserve Bank of

India, hereby appoints Shri Arijit Basu (DOB: 23.10.1960) as Managing Director of State Bank of India with effect from from the date of his taking over charge of the post and till the date of his superannuation, *i.e.*, 31.10.2020, or until further orders, whichever is earlier.

[F. No. 2/1/2016-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 13 जुलाई, 2018

**का.आ. 1129.**—बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री दक्षिता दास, अपर सचिव भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से और अगले आदेशों तक, श्री गिरीश चन्द्र मुर्मू के स्थान पर बैंक आफ इंडिया के निदेशक मण्डल में सरकारी नामिती निदेशक नामित करती है।

[फा. सं. 6/3/2012-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 13th July, 2018

**S.O. 1129.**—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby nominates Ms. Dakshita Das, Additional Secretary, Government of India, Ministry of Finance, Department of Financial Services as Government nominee Director on the Board of Directors of Bank of India, with immediate effect and until further orders, *vice* Shri Girish Chandra Murmu.

[F. No. 6/3/2012-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 13 जुलाई, 2018

**का.आ. 1130.**—बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उप-धारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री सेवा राम मेहर, उप सचिव भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से और अगले आदेशों तक, श्री एस. सेल्वकुमार के स्थान पर पंजाब एंड सिंध बैंक के निदेशक मण्डल में सरकारी नामिती निदेशक नामित करती है।

[फा. सं. 6/3/2012-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 13th July, 2018

**S.O. 1130.**—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, the Central Government hereby nominates Shri Sewa Ram Mehar, Deputy Secretary, Government of India, Ministry of Finance, Department of Financial Services as Government nominee Director on the Board of Directors of Punjab and Sind Bank, with immediate effect and until further orders, *vice* Shri S. Selvakumar.

[F. No. 6/3/2012-BO-I]

JNANATOSH ROY, Under Secy.

**शुद्धि-पत्र**

नई दिल्ली, 16 जुलाई, 2018

**का.आ. 1131.**—भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग की 23 मई, 2018 की अधिसूचना संख्या का.आ.887, जो भारत के राजपत्र भाग-II, खण्ड 3, उप-खंड (ii) में प्रकाशित हुई थी, में 'श्री चरण सिंह' शब्दों के स्थान पर 'प्रो. चरण सिंह' पढ़ा जाए।

[फा. सं. 6/3/2017-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

**CORRIGENDUM**

New Delhi, the 16th July, 2018

**S.O. 1131.**—In the notification of the Government of India in the Ministry of Finance, Department of Financial Services, number S.O.887, dated the 23<sup>rd</sup> May, 2018, published in part II, sub-section (ii) of section (3) of the Gazette of India, for the words "Shri Charan Singh", read "Prof. Charan Singh".

[F. No. 6/3/2017-BO-I]

JNANATOSH ROY, Under Secy.

**विदेश मंत्रालय**

नई दिल्ली, 11 जुलाई, 2018

**का.आ. 1132.**—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, विदेश मंत्रालय के निम्नलिखित अधीनस्थ कार्यालयों को, जिनमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :—

1. क्षेत्रीय पासपोर्ट कार्यालय, पटना
2. पारपत्र कार्यालय, अमृतसर
3. क्षेत्रीय पासपोर्ट कार्यालय, बेंगलूर
4. क्षेत्रीय पासपोर्ट कार्यालय, पुणे

[सं. क्यू/हिंदी/621/21/2018]

अशोक कुमार, संयुक्त सचिव

**MINISTRY OF EXTERNAL AFFAIRS**

New Delhi, the 11th July, 2018

**S.O. 1132.**—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976, the Central Government, Ministry of External Affairs notifies the following Regional Offices, where more than 80% of staff have acquired the working knowledge of Hindi :—

1. Regional Passport Office, Patna
2. Passport Office, Amritsar
3. Regional Passport Office, Bangalore
4. Regional Passport Office, Pune

[No. Q/Hindi/621/21/2018]

ASHOK KUMAR, Jt. Secy.

( सी.पी.वी. प्रभाग )

नई दिल्ली, 20 जुलाई, 2018

**का.आ. 1133.**—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, दुबई में

(क) सूश्री चंदर कांता सिंह, सहायक अनुभाग अधिकारी

(ख) श्री आलोक कुमार, सहायक अनुभाग अधिकारी, तथा

(ग) श्री सुभाष कुमार मिश्रा, सहायक कर्मियों कल्याण अधिकारी को दिनांक 20 जुलाई, 2018 से सहायक कौंसुलर अधिकारियों के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है ।

[सं. टी-4330/03/2018]

प्रकाश चन्द, निदेशक (कौंसुलर)

(C.P.V. DIVISION)

New Delhi, the 20th July, 2018

**S.O. 1133.**—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints :

- (i) Ms. Chander Kanta Singh, Assistant Section Officer,
- (ii) Sh. Alok Kumar, Assistant Section Officer, and

(iii) Sh. Subhash Kumar Mishra, Assistant Personnel Welfare Officer as Assistant Consular Officers in Consulate General of India, Dubai to perform the Consular services with effect from 20th July, 2018.

[No. T-4330/03/2018]

PRAKASH CHAND, Director (Consular)

### कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

#### (कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 20 जुलाई, 2018

**का.आ. 1134.**—केंद्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आंध्र प्रदेश राज्य में हैदराबाद स्थित और केंद्रीय अन्वेषण ब्यूरो द्वारा उसे सौंपे गए दिल्ली विशेष पुलिस स्थापना (सीबीआई) द्वारा संस्थित मामलों का विचारण न्यायालयों और विधि द्वारा स्थापित अपील या पुनरीक्षण में या पुनरीक्षण या अपीलीय न्यायालयों में उनसे उत्पन्न अन्य मामलों के अभियोजन का संचालन करने के लिए श्री अनिल प्रसाद तिवारी, अधिवक्ता को उनकी नियुक्ति की तिथि से तीन वर्षों की अवधि या अगले आदेशों तक, जो भी पहले हो, के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/29/2016—एवीडी-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

### MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

#### (Department of Personnel and Training)

New Delhi, the 20th July, 2018

**S.O. 1134.**—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Anil Prasad Tiwari, Advocate as Special Public Prosecutor for conducting prosecution of cases, instituted by the Delhi Special Police Establishment (CBI) in the State of Andhra Pradesh at Hyderabad and entrusted to him by the Central Bureau of Investigation, in the trial courts and appeals or revisions or other matters arising out of those cases in revisional or appellate courts established by law, for a period of three years from the date of appointment or further orders whichever is earlier.

[F. No. 225/29/2016-AVD-II]

S. P. R. TRIPATHI, Under Secy.

### कोयला मंत्रालय

नई दिल्ली, 2 अगस्त, 2018

**का.आ. 1135.**—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख 14 जून, 2018 द्वारा प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 2420(अ), तारीख 13 जून, 2018 के प्रकाशन पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में या उस पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए हैं;

और, केन्द्रीय सरकार को यह समाधान हो गया है कि राजस्थान राज्य विद्युत उत्पादन निगम लिमिटेड (जिसे इसमें इसके पश्चात् “सरकारी कंपनी” कहा गया है), ऐसे निबंधनों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजामंद हैं;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि में या उस पर के सभी अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 14 जून, 2018 से निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कंपनी में निहित हो जाएंगे, अर्थात्:-

- (1) सरकारी कंपनी उक्त अधिनियम के उपबंधों और अन्य सुसंगत विधि के अधीन यथा अवधारित प्रतिकर, व्याज, नुकसानियों इत्यादि से संबंधित और वैसी ही मदों की बाबत सभी संदाय करेगी ;
- (2) सरकारी कंपनी द्वारा शर्त (1) के अधीन, संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और उक्त अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में, उपगत सभी व्यय, उक्त सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार, निहित उक्त भूमियों में या उस पर के अधिकारों के लिए या उनके संबंध में अपील आदि विधिक कार्यवाहियों की बाबत उपगत सभी व्यय भी सरकारी कंपनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार, उसके पदधारियों की ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में पूर्वोक्त अधिकारों के बारे में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;
- (4) सरकारी कंपनी के पास केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि में इस प्रकार निहित पूर्वोक्त अधिकारों को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिये जाएं या अधिरोपित किए जाएं।

[फा.सं. 43015/28/2017- एलए एण्ड आईआर/खंड-III]

राम शिरोमणि सरोज, अवर सचिव

## MINISTRY OF COAL

New Delhi, the 2nd August, 2018

**S.O. 1135.**—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2420(E), dated the 13<sup>th</sup> June, 2018, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 14<sup>th</sup> June, 2018, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over the lands described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Rajasthan Rajya Vidyut Utpadan Nigam Limited, a Government of Rajasthan Undertaking (hereinafter referred to as “the Government Company”) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that all rights in or over the said land so vested shall, with effect from the 14<sup>th</sup> June, 2018 instead of continuing to vest in the Central Government, be deemed to have been vested in the said Government Company, subject to the following terms and conditions namely:-

- (1) the Government Company shall make all payments in respect of compensation, interest, damages, etc. and the like, as determined under the provisions of the said Act and other relevant law;
- (2) a Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amount payable by the Government Company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the said Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said land, so vested, shall also be borne by the Government Company;
- (3) the Government Company shall indemnify the Central Government, its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the aforesaid rights in the said land so vested;

- (4) the Government Company shall have no power to transfer the aforesaid rights in the said land so vested, to any other person without the prior approval of the Central Government ; and
- (5) the Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[F. No. 43015/28/ 2017-LA &amp; IR/Vol. III]

RAM SHIROMANI SAROJ, Under Secy.

नई दिल्ली, 2 अगस्त, 2018

**का.आ. 1136.**—केन्द्रीय सरकार को यह प्रतीत होता है कि इसके उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त होने की संभावना है ;

और उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्यांक आरईवी / 02/18, तारीख 26 जून, 2018 का निरीक्षण सेंट्रल कोलफील्ड्स लिमिटेड (भूमि और राजस्व विभाग), दरभंगा हाउस, राँची – 834029 (झारखण्ड) के कार्यालय में या महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, बरका सयाल क्षेत्र, जिला- रामगढ़ (झारखण्ड) के कार्यालय में उपायुक्त, जिला रामगढ़ (झारखंड) या महाप्रबंधक (खोज प्रभाग), आर.आई.-III, केन्द्रीय खान योजना और डिजाईन संस्थान लिमिटेड, गोंडवाना पैलेस, कांके रोड, राँची (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700001 के कार्यालय में किया जा सकता है।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है), की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

पूर्वोक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, -

- सम्पूर्ण भूमि या उसके किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा; या
- उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई कार्रवाई से हुई क्षति या संभावित क्षति के लिए उसकी धारा 6 के अधीन किसी नुकसानी के लिए प्रतिकर का दावा कर सकेगा; या
- उक्त अधिनियम की धारा 13 की उप - धारा (1) के अधीन समाप्त हो गई पूर्वोक्षण अनुज्ञप्तियों के संबंध में या उक्त अधिनियम की धारा 13 की उप - धारा (4) के अधीन समाप्त हो गये खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (1) के खण्ड (i) से खंड (iv) में विनिर्दिष्ट मदों के संबंध में उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, बरका सयाल क्षेत्र, जिला- रामगढ़ (झारखंड) या महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड (भूमि और राजस्व विभाग), दरभंगा हाउस, राँची – 834029 (झारखण्ड) को सुपुर्द करेगा।

### अनुसूची

जीवनधारा विवृत परियोजना

जिला- रामगढ़ (झारखंड)

( रेखांक संख्यांक आरईवी/ 02/2018, तारीख 26 जून, 2018 )

क्र.सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र		टिप्पणियां
					( एकड़ में )	( हेक्टेयर में )	
1.	चोरधरा	पतरातु	55	रामगढ़	93.98	38.04	भाग
कुल:					93.98 एकड़ (लगभग)	38.04 हेक्टेयर (लगभग)	

**सीमा वर्णन:**

क - ख - ग - घ - ङ	-	रेखा, ग्राम चोरधरा के बिन्दु 'क' से आरंभ होती है और बिन्दु 'ख', 'ग', 'घ' एवं 'ङ' से गुजरते हुए उसी चोरधरा ग्राम में आरंभिक बिन्दु 'क' पर मिलती है।
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[फा. सं. 43015/6/2018-एलए एण्ड आईआर ]

राम शिरोमणि सरोज, अवर सचिव

New Delhi, the 2nd August, 2018

**S.O. 1136.**—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed to this notification;

And, whereas, the plan bearing number Rev/02/18, dated the 26th June, 2018 containing details of the area of land described in the said Schedule may be inspected at the office of the Central Coalfields Limited (Land and Revenue Department), Darbhanga House, Ranchi- 834029 (Jharkhand) or at the office of the General Manager, Central Coalfields Limited, Barka Sayal Area, District-Ramgarh (Jharkhand) or at the office of the Deputy Commissioner, District – Ramgarh (Jharkhand) or at the office of the General Manager (Exploration Division), RI- III, Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi (Jharkhand) or at the office of the Coal Controller, 1, Council House Street, Kolkata- 700 001.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from the land described in the aforesaid Schedule.

Any person interested in the land described in the aforesaid Schedule may,—

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceased to have effect or under sub-section (4) of section 13 of the said Act, for mining lease ceased to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the General Manager, Central Coalfields Limited, Barka Sayal Area, District – Ramgarh (Jharkhand) or General Manager, Central Coalfields Limited, (Land and Revenue Department), Darbhanga House, Ranchi- 834029 (Jharkhand) within a period of ninety days from the date of publication of this notification in the Official Gazette.

**SCHEDULE****JEEVANDHARA OPENCAST PROJECT****DISTRICT- RAMGARH (JHARKHAND)**

(Plan bearing number Rev/02/18, dated the 26th June, 2018)

Sl. No.	Village	Thana	Thana number	District	Area		Remarks
					(in acres)	(in hectares)	
1.	Chordhara	Patratu	55	Ramgarh	93.98	38.04	Part
<b>Total:</b>					<b>93.98 acres (approximately)</b>	<b>38.04 hectares (approximately)</b>	

**Boundary Description**

A-B-C-D-E	-	Line starts from point 'A' in village Chordhara and passes through points 'B', 'C', 'D' and 'E' and meets at starting point 'A' in the same village Chordhara.
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[F. No. 43015/6/2018-LA &amp; IR]

RAM SHIROMANI SAROJ, Under Secy.

**वाणिज्य एवं उद्योग मंत्रालय****(वाणिज्य विभाग)**

नई दिल्ली, 23 जुलाई, 2018

**का.आ. 1137.**—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) के साथ पठित, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एलेक्स स्टीवर्ट इंटरनेशनल (इंडिया) प्राइवेट लिमिटेड पी -2, दूसरी मंजिल, तिलक कमर्शियल कॉम्प्लेक्स, एफ एल गोम्स रोड, वास्को-दा-गामा, गोवा - 403802, को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की शासकीय राजपत्र भाग-II, खण्ड-3, उप खण्ड(ii), में दिनांक 20 दिसम्बर, 1965 की अधिसूचना सं० का.आ. 3975 के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूचियों में विनिर्दिष्ट खनिज और अयस्क समूह I, क्रम सं० 2 पर उल्लिखित लौह अयस्क को निर्यात से पूर्व निम्नलिखित शर्तों के अधीन मोरमुगाओ पत्तन में उक्त अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

- (i) यह अभिकरण, खनिज और अयस्क समूह I का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण की पद्धति की जाँच करने के लिये निर्यात निरीक्षण परिषद् द्वारा निमित्त नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और
- (ii) यह अभिकरण, इस अधिसूचना के अधीन अपने कार्यों के पालन में निदेशक (निरीक्षण और गुणवत्ता नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर, लिखित रूप में, दिए गए ऐसे निर्देशों से आबद्ध होंगी।

[फा.सं. के-16014/4/2018-निर्यात निरीक्षण]

संतोष कुमार सारंगी, संयुक्त सचिव

**MINISTRY OF COMMERCE AND INDUSTRY****(Department of Commerce)**

New Delhi, the 23rd July, 2018

**S.O. 1137.**—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognizes M/s Alex Stewart International (India) Private Limited P-2, 2nd Floor, Tilak Commercial Complex, F.L Gomes Road, Vasco-da-Gama, Goa - 403802, as an agency for a period of three years from the date of publication of this notification, for the inspection of Iron Ore mentioned at serial number 2 under the heading Minerals and Ores- Group I, in the Schedule to the notification number S.O. 3975, dated the 20th December, 1965, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 20th December, 1965, prior to export of the said Ore at Mormugao Port, subject to the following conditions, namely:—

- (i) the said agency shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965;
- (ii) the said agency shall, in performance of its function as specified in this notification shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council, may give in writing from time to time.

[F.No. K-16014/4/2018-Export Inspection]

SANTOSH KUMAR SARANGI, Jt. Secy.



**पेट्रोलियम और प्राकृतिक गैस मंत्रालय**

नई दिल्ली, 24 मई, 2018

**का.आ. 1138.**—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार के अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में उक्त अधिनियम के आंध्र प्रदेश राज्य के राज्यक्षेत्र के भीतर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की विसाख-विजयवाड़ा-सिकन्दराबाद पाइपलाइन परियोजना, के लिए सक्षम अधिकारी के कार्यों का निर्वहन करने के लिए श्रीमति के सुमाथी बाई, स्पेशल डिप्टी कलेक्टर, आंध्र प्रदेश सरकार को प्राधिकृत करती है।

[फा. सं. आर-11025(11) 12-2018-ओ आर आई/ई-25587]

पवन कुमार, अवर सचिव

**MINISTRY OF PETROLEUM AND NATURAL GAS**

New Delhi, the 24th May, 2018

**S.O. 1138.**—In pursuance of clause (a) of Section 2 of the Petroleum Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby authorizes Smt. K. SUMATHI BAI, Special Deputy Collector, Government of Andhra Pradesh to Hindustan Petroleum Corporation Limited (HPCL) to perform the functions of Competent Authority for HPCL's Visakh-Vijayawada-Secunderabad Pipeline Project under the said Act, within the territory of Andhra Pradesh.

[F. No. R-11025(11)12/2018-OR-I/E-25587]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 25 जुलाई, 2018

**का.आ. 1139.**—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2229 तारीख 18 सितम्बर, 2017 जो भारत के राजपत्र, तारीख 17 सितम्बर – 23 सितम्बर 2017 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में जिला धुले में तालुका साक्री कोयली – अहमदनगर – सोलापुर पेट्रोलियम परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिनियम की प्रतियां जनता को तारीख 24 फरवरी, 2018 तक उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट की है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी ।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी।

**अनुसूची**

तहसील:— साक्री	जिला:— धुले		राज्य:— महाराष्ट्र		
मौजा / ग्राम	सर्वे / ब्लॉक / सं. (प्लॉट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टेयर	आरे	वर्ग मीटर
1	2	3	4	5	6
लव्हारतोडी	127		00	17	79

	126 / 2		00	15	80
	125 / 2		00	14	22
	125 / 1 / अ		00	02	33
	123 / 1 / ब		00	06	76
	123 / 2 / अ / 2		00	33	48
	123 / 2 / ब		00	16	73
	142 / ब / 4		00	04	01
	144 / 1		00	28	02
	144 / 2		00	16	19
	145		00	17	43
	148 / 1		00	02	70
	148 / 2		00	25	78
	151 / 2 / अ		00	13	13
	151 / 2 / ब		00	05	53
	151 / 1		00	13	03
	152 / 1 / क		00	04	06
	152 / 2 / अ		00	02	51
	152 / 1 / अ		00	02	33
	94 / 2 / अ		00	06	16
	94 / 2 / ब		00	02	07
	93		00	24	11
	85 / 1 / अ		00	17	92
	85 / 1 / ब		00	16	59
	88 / 1		00	08	41
	88 / 2		00	24	96
	89		00	01	38
	81 / 1		00	01	71
	81 / 2		00	14	99
	80		00	13	38
	79		00	19	24
	78		00	03	61
	77		00	24	87
	76 / 1		00	15	15

	76 / 2		00	18	42
हनुमंतनगर	12		00	18	01
	11 / 3 / क		00	00	62
	11 / 1		00	16	71
	11 / 3 / अ		00	00	06
	14 / 4		00	07	58
	14 / 5		00	06	62
	14 / 7		00	18	73
	14 / 6		00	13	57
	14 / 3		00	15	42
	14 / 1		00	07	15
	14 / 2		00	13	63
	18		00	09	26
काकरदे	175 / 2		00	00	19
	175 / 3		00	08	72
	170 / 1		00	15	04
	170 / 2		00	40	67
	100 / 1 / अ		00	28	94
	100 / 1 / ब		00	00	10
	100 / 1 / क		00	00	56
	100 / 2		00	12	24
	100 / 3		00	10	39
	101 / 1		00	12	29
	101 / 2		00	12	45
	101 / 3		00	19	12
	163		00	01	45
	162 / 1 / ब		00	11	79
	142 / ब		00	50	00
	141		00	09	78
	140		00	09	97
	139		00	09	79
	138		00	09	82
	137 / 1 / अ		00	08	53

	137 / 1 / ब		00	00	21
	137 / 2		00	15	15
	137 / 3		00	06	30
	121		00	22	22
	122		00	14	69
	123		00	09	51
	124 / 1 / ब		00	18	47
	134 / 1		00	23	68
	127 / 1		00	17	26
	127 / 2		00	23	07
	127 / 3		00	14	39
कुटेर	107 / 1 / ब		00	11	28
	98 / 1 / अ		00	31	42
	105 / 1 / अ		00	03	26
	105 / 1 / ब		00	22	19
	99 / 1		00	06	48
	99 / 2		00	06	88
	100 / 1		00	07	88
	100 / 2		00	07	84
	100 / 3		00	06	86
	100 / 4		00	07	68
	101 / 1		00	39	15
	91 / 2		00	11	24
	91 / 3		00	18	63
	91 / 4		00	15	21
बागुलनगर	18 / 1		00	29	49
	18 / 2		00	19	42
	18 / 3अ		00	07	72
	18 / 3ब		00	10	16
	18 / 4		00	17	81
	17		00	18	90
	10 / 1		00	49	47
	10 / 3		00	01	43

	10 / 4		00	09	68
	11 / 1		00	07	38
	13 / 1		00	21	92
	13 / 2		00	14	05
शिवाजीनगर	62		00	38	75
	61 / 1		00	60	83
	58		00	32	28
	63 (59 नया)		00	29	84
	49 / 1		00	21	15
	49 / 2अ		00	06	48
	49 / 2ब		00	20	46
	50 / 1		00	20	70
	18 / 2		00	67	24
	18 / 3		00	12	40
	18 / 4ब		00	18	24
	17 / 1		00	23	33
	10 / 1		00	34	35
	10 / 2		00	24	09
	9 / 1		00	23	92
	8		00	85	20
कुतुरखाब	83 (51 नया)		00	00	39
	82 (50 / 1 नया)		00	24	77
	82 (50 / 2 नया)		00	21	38
	79 (47 / 3 नया)		00	03	29
	80 (48 / 1 नया)		00	15	44
	80 (48 / 2 नया)		00	01	82
	80 (48 / 3 नया)		00	02	74
	80 (48 / 4 नया)		00	36	38
	74 (42 / 2 नया)		00	07	66
	74 (42 / 3 नया)		00	17	34
	74 (42 / 4 नया)		00	08	14
	73 (41 / 1 नया)		00	03	71
	73 (41 / 2 नया)		00	12	89

जयरामनगर	65 / 2		00	01	45
	65 / 3		00	25	97
	66 / 2		00	22	26
	61 / 1		00	05	60
	61 / 2		00	04	35
	61 / 3		00	05	49
	61 / 4		00	05	82
	61 / 5		00	12	29
	61 / 6		00	10	28
	61 / 7		00	02	92
	60 / 1		00	39	99
	60 / 2		00	11	62
	59 / 3		00	10	84
	44		00	41	48
	45 / 1 / ब		00	13	79
	45 / 2 / ब		00	08	77
	45 / 3 / ब		00	08	97
	45 / 4 / ब		00	11	75
	45 / अ		00	06	05
वाकी	108 / 4 / 1		00	25	40
	108 / 4 / 2		00	18	88
	108 / 6 / ब		00	61	09
	108 / 2		00	15	92
	124 / 1		00	52	01
	124 / 2		00	30	73
	124 / 4		00	22	05
	124 / 5		00	00	63
	215		00	36	27
	214		00	24	16
	213 / 1		00	27	94
	212 / 2अ		00	22	34
	212 / 2ब		00	26	26
	209		00	40	15

	207		00	43	13
	202 / 1		00	20	33
	202 / 2		00	15	68
	202 / 3		00	14	28
	203 / 1		00	14	14
	203 / 2		00	15	42
	203 / 3		00	14	66
	198		00	49	58
	194		00	56	55
	191		00	57	49
कैलासनगर	17 / 1		00	23	48
	17 / 2 / क		00	05	52
	16		00	23	53
	15 / 1		00	01	78
	15 / 2		00	04	50
देशशिरवाडे	91		00	05	56
	92		00	14	86
	94		00	01	20
	93 / 1		00	03	17
	93 / 2		00	08	00
	100		00	06	34
	100 / 2		00	06	16
	99		00	10	57
	112		00	00	26
कादयाले	5		00	21	67
	4 / 1		00	01	98
	4 / 2		00	08	80
	4 / 3अ		00	31	60
	31		00	37	48
	32 / 2		00	01	22
	33		00	35	50
	34		00	08	10
	41 / 1		00	13	68

	40 / 1		00	08	18
	40 / 2		00	29	02
	40 / 4		00	22	01
	39 / 2		00	08	60
	39 / 3		00	03	00
	39 / 4		00	06	26
	39 / 5		00	01	03
	39 / 6		00	07	23
	39 / 7		00	00	04
	39 / 8		00	08	15
गव्हाणीपाडा	45		00	39	67
	44 / 1		00	08	42
	44 / 2		00	13	66
	44 / 3		00	23	65
	44 / 4		00	00	13
	40		00	05	51
	40 / 2		00	02	05
	39		00	17	61
शेवडी	135		00	14	81
	136		00	14	33
	137		00	03	11
	139		00	14	78
	142		00	25	51
	141 / 1		00	14	57
	141 / 3		00	17	66
	144		00	21	65
	91 / 1		00	12	38
	148		00	07	40
	150		00	05	45
	150 / 2		00	16	85
	151		00	33	32
	152		00	01	04
	87 / 13A		00	14	58



	87 / 2		00	20	00
	3		00	00	63
	4		00	11	07
	5 / 1		00	10	20
	29 / 1		00	10	86
	29 / 2		00	27	39
	26		00	05	28
	28		00	02	70
	27		00	13	92
	19 / 1		00	06	65
	19 / 2		00	10	75
	18		00	14	04
	17		00	00	20
	37		00	15	29
	38 / 1		00	21	17
	48 / 1		00	18	55
	47 / 1 / अ		00	40	17
उभरे	39 / 2 / 2		00	16	78
	34 / 1 ब 1—अ		00	01	63
	34 / 1 / अ		00	10	37
	34 / 2		00	22	19
	34 / 3		00	02	16
	33 / 1		00	18	95
	33 / 2		00	01	64
	35 / 1		00	15	26
	32 / 1		00	01	52
	32 / 3		00	33	16
	32 / 2 / अ		00	08	44
	32 / 2 / ब		00	11	15
	166 / 1		00	09	90
	166 / 3		00	01	48
	169 / 1		00	16	67
	169 / 2		00	13	96

	168 / 2ब-2		00	08	54
	168 / 2-1		00	09	33
	168 / 1-1		00	07	62
	168 / 1-2		00	07	34
	113 / 1		00	27	04
	113 / 3		00	14	18
	113 / 4		00	02	00
	113 / 5		00	00	58
	114 / 1		00	19	39
	116		00	42	67
	118 / 1		00	05	67
	118 / 3		00	12	62
	118 / 2 / ब		00	07	27
	118 / 2 / ड		00	21	59
	121 / 5		00	14	80
	119		00	58	91
	120 / 3		00	01	86
उभर्ती	45		00	04	62
	62 / 1		00	00	66
	62 / 2		00	34	41
	44		00	07	93
	40 / 1		00	08	19
	40 / 2		00	05	12
	135 / 1		00	15	63
	135 / 2 / 1		00	18	28
	135 / 3		00	03	39
	151		00	30	59
	150		00	04	38
	152 / 2		00	04	69
	152 / 2 / 1 / ब		00	21	72
	153		00	18	36
	156 / 1		00	13	94
	157		00	07	63

	171 / 1		00	12	65
	158 / 3		00	19	42
	170 / 2 / अ		00	14	61
	170 / 3		00	11	47
	164 / 1		00	14	41
	164 / 3		00	12	70
	98		00	45	94
दिघावे	226 / 1		00	14	94
	226 / 2		00	16	66
	226 / 3		00	10	12
	225 / 2		00	23	60
	219 / 1		00	05	24
	219 / 2		00	10	35
	218 / 1		00	09	41
	218 / 2		00	10	27
	217 / 1		00	07	37
	217 / 2		00	06	63
	215		00	09	28
	214 / 1		00	04	50
	214 / 2		00	09	03
	213 / 1		00	11	03
	213 / 2		00	11	07
	212		00	10	87
	211 / 1		00	20	57
	211 / 2		00	09	79
	210		00	12	01
	209		00	15	03
	208		00	00	36
	196		00	37	60
	197		00	57	54
	198 / 1		00	24	30
	198 / 2		00	24	40
	199 / 1		00	14	19

	199 / 2		00	13	30
	199 / 3		00	13	58
	200		00	43	08
	201		00	01	57

[फा. सं. आर-11025(11)/6/2017-ओआर-I/ई-23678]

पवन कुमार, अवर सचिव

New Delhi, the 25th July, 2018

**S.O. 1139.**—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 2229 dated the 18<sup>th</sup> September, 2017, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), Published in the Gazette of India dated the 17<sup>th</sup> September - 23<sup>rd</sup> September 2017, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Koyali-Ahmednagar-Solapur Pipeline for the transportation of Petroleum Products in Taluka Sakri in Dhule District in the State of Maharashtra by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 24<sup>th</sup> February 2018;

And whereas the competent authority has under sub-section (1) of Section 6 of said act submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

**SCHEDULE**

<b>Tehsil:- Sakri</b>	<b>District:- Dhule</b>		<b>State :- Maharashtra</b>		
<b>Mouja / Village</b>	<b>Survey/Block No.</b>	<b>Sub-Div-No.</b>	<b>Area</b>		
			<b>Hectare</b>	<b>Are</b>	<b>Sq.mtr.</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Lavhardoudi	127		00	17	79
	126/2		00	15	80
	125/2		00	14	22
	125/1/A		00	02	33
	123/1/B		00	06	76
	123/2/A/2		00	33	48
	123/2/B		00	16	73
	142/B/4		00	04	01
	144/1		00	28	02

	144/2		00	16	19
	145		00	17	43
	148/1		00	02	70
	148/2		00	25	78
	151/2/A		00	13	13
	151/2/B		00	05	53
	151/1		00	13	03
	152/1/Ka		00	04	06
	152/2/A		00	02	51
	152/1/A		00	02	33
	94/2/A		00	06	16
	94/2/B		00	02	07
	93		00	24	11
	85/1/A		00	17	92
	85/1/B		00	16	59
	88/1		00	08	41
	88/2		00	24	96
	89		00	01	38
	81/1		00	01	71
	81/2		00	14	99
	80		00	13	38
	79		00	19	24
	78		00	03	61
	77		00	24	87
	76/1		00	15	15
	76/2		00	18	42
Hanumantnagar	12		00	18	01
	11/3/Ka		00	00	62
	11/1		00	16	71
	11/3/ A		00	00	06
	14/4		00	07	58
	14/5		00	06	62
	14/7		00	18	73
	14/6		00	13	57
	14/3		00	15	42
	14/1		00	07	15
	14/2		00	13	63
	18		00	09	26
Kakarde	175/2		00	00	19
	175/3		00	08	72

	170/1		00	15	04
	170/2		00	40	67
	100/1/A		00	28	94
	100/1/B		00	00	10
	100/1/Ka		00	00	56
	100/2		00	12	24
	100/3		00	10	39
	101/1		00	12	29
	101/2		00	12	45
	101/3		00	19	12
	163		00	01	45
	162/1/B		00	11	79
	142/B		00	50	00
	141		00	09	78
	140		00	09	97
	139		00	09	79
	138		00	09	82
	137/1/A		00	08	53
	137/1/B		00	00	21
	137/2		00	15	15
	137/3		00	06	30
	121		00	22	22
	12 2		00	14	69
	123		00	09	51
	124/1/B		00	18	47
	134/1		00	23	68
	127/1		00	17	26
	127/2		00	23	07
	127/3		00	14	39
Kuter	107/1/B		00	11	28
	98/1/A		00	31	42
	105/1/A		00	03	26
	105/1/B		00	22	19
	99/1		00	06	48
	99/2		00	06	88
	100/1		00	07	88
	100/2		00	07	84
	100/3		00	06	86
	100/4		00	07	68
	101/1		00	39	15

	91/2		00	11	24
	91/3		00	18	63
	91/4		00	15	21
Bagulnagar	18/1		00	29	49
	18/2		00	19	42
	18/3A		00	07	72
	18/3B		00	10	16
	18/4		00	17	81
	17		00	18	90
	10/1		00	49	47
	10/3		00	01	43
	10/4		00	09	68
	11/1		00	07	38
	13/1		00	21	92
	13/2		00	14	05
Shivajinagar	62		00	38	75
	61/1		00	60	83
	58		00	32	28
	63 (59 New)		00	29	84
	49/1		00	21	15
	49/2A		00	06	48
	49/2B		00	20	46
	50/1		00	20	70
	18/2		00	67	24
	18/3		00	12	40
	18/4B		00	18	24
	17/1		00	23	33
	10/1		00	34	35
	10/2		00	24	09
	9/1		00	23	92
	8		00	85	20
Kuturkhab	83 (51 New)		00	00	39
	82 (50/1 New)		00	24	77
	82 (50/2 New)		00	21	38
	79 (47/3 New)		00	03	29
	80 (48/1 New)		00	15	44
	80 (48/2 New)		00	01	82
	80 (48/3 New)		00	02	74
	80 (48/4 New)		00	36	38
	74 (42/2 New)		00	07	66

	74 (42/3 New)		00	17	34
	74 (42/4 New)		00	08	14
	73 (41/1 New)		00	03	71
	73 (41/2 New)		00	12	89
Jayramnagar	65/2		00	01	45
	65/3		00	25	97
	66/2		00	22	26
	61/1		00	05	60
	61/2		00	04	35
	61/3		00	05	49
	61/4		00	05	82
	61/5		00	12	29
	61/6		00	10	28
	61/7		00	02	92
	60/1		00	39	99
	60/2		00	11	62
	59/3		00	10	84
	44		00	41	48
	45/1/B		00	13	79
	45/2/B		00	08	77
	45/3/B		00	08	97
	45/4/B		00	11	75
	45/A		00	06	05
Waki	108/4/1		00	25	40
	108/4/2		00	18	88
	108/6/B		00	61	09
	108/2		00	15	92
	124/1		00	52	01
	124/2		00	30	73
	124/4		00	22	05
	124/5		00	00	63
	215		00	36	27
	214		00	24	16
	213/1		00	27	94
	212/2A		00	22	34
	212/2B		00	26	26
	209		00	40	15
	207		00	43	13
	202/1		00	20	33
	202/2		00	15	68



	202/3		00	14	28
	203/1		00	14	14
	203/2		00	15	42
	203/3		00	14	66
	198		00	49	58
	194		00	56	55
	191		00	57	49
Kailashnagar	17/1		00	23	48
	17/2/K		00	05	52
	16		00	23	53
	15/1		00	01	78
	15/2		00	04	50
Deshshirwade	91		00	05	56
	92		00	14	86
	94		00	01	20
	93/1		00	03	17
	93/2		00	08	00
	100		00	06	34
	100/2		00	06	16
	99		00	10	57
	112		00	00	26
Kadyale	5		00	21	67
	4/1		00	01	98
	4/2		00	08	80
	4/3/A		00	31	60
	31		00	37	48
	32/2		00	01	22
	33		00	35	50
	34		00	08	10
	41/1		00	13	68
	40/1		00	08	18
	40/2		00	29	02
	40/4		00	22	01
	39/2		00	08	60
	39/3		00	03	00
	39/4		00	06	26
	39/5		00	01	03
	39/6		00	07	23
	39/7		00	00	04
	39/8		00	08	15

Gavhanipada	45		00	39	67
	44/1		00	08	42
	44/2		00	13	66
	44/3		00	23	65
	44/4		00	00	13
	40		00	05	51
	40/2		00	02	05
	39		00	17	61
Shewadi	135		00	14	81
	136		00	14	33
	137		00	03	11
	139		00	14	78
	142		00	25	51
	141/1		00	14	57
	141/3		00	17	66
	144		00	21	65
	91/1		00	12	38
	148		00	07	40
	150		00	05	45
	150/2		00	16	85
	151		00	33	32
	152		00	01	04
	87/1/A		00	14	58
	87/2		00	20	00
	3		00	00	63
	4		00	11	07
	5/1		00	10	20
	29/1		00	10	86
	29/2		00	27	39
	26		00	05	28
	28		00	02	70
	27		00	13	92
	19/1		00	06	65
	19/2		00	10	75
	18		00	14	04
	17		00	00	20
	37		00	15	29
	38/1		00	21	17
	48/1		00	18	55
	47/1/A		00	40	17

Umbhare	39/2/2		00	16	78
	34/1B1-A		00	01	63
	34/1/A		00	10	37
	34/2		00	22	19
	34/3		00	02	16
	33/1		00	18	95
	33/2		00	01	64
	35/1		00	15	26
	32/1		00	01	52
	32/3		00	33	16
	32/2/A		00	08	44
	32/2/B		00	11	15
	166/1		00	09	90
	166/3		00	01	48
	169/1		00	16	67
	169/2		00	13	96
	168/2B-2		00	08	54
	168/2-1		00	09	33
	168/1-1		00	07	62
	168/1-2		00	07	34
	113/1		00	27	04
	113/3		00	14	18
	113/4		00	02	00
	113/5		00	00	58
	114/1		00	19	39
	116		00	42	67
	118/1		00	05	67
	118/3		00	12	62
	118/2/B		00	07	27
	118/2/D		00	21	59
	121/5		00	14	80
	119		00	58	91
	120/3		00	01	86
Umbharti	45		00	04	62
	62/1		00	00	66
	62/2		00	34	41
	44		00	07	93
	40/1		00	08	19
	40/2		00	05	12
	135/1		00	15	63

	135/2/1		00	18	28
	135/3		00	03	39
	151		00	30	59
	150		00	04	38
	152/2		00	04	69
	152/2/1/B		00	21	72
	153		00	18	36
	156/1		00	13	94
	157		00	07	63
	171/1		00	12	65
	158/3		00	19	42
	170/2/A		00	14	61
	170/3		00	11	47
	164/1		00	14	41
	164/3		00	12	70
	98		00	45	94
Dighawe	226/1		00	14	94
	226/2		00	16	66
	226/3		00	10	12
	225/2		00	23	60
	219/1		00	05	24
	219/2		00	10	35
	218/1		00	09	41
	218/2		00	10	27
	217/1		00	07	37
	217/2		00	06	63
	215		00	09	28
	214/1		00	04	50
	214/2		00	09	03
	213/1		00	11	03
	213/2		00	11	07
	212		00	10	87
	211/1		00	20	57
	211/2		00	09	79
	210		00	12	01
	209		00	15	03
	208		00	00	36
	196		00	37	60
	197		00	57	54
	198/1		00	24	30

	198/2		00	24	40
	199/1		00	14	19
	199/2		00	13	30
	199/3		00	13	58
	200		00	43	08
	201		00	01	57

[F. No. R-11025(11)/6/2017-OR-I/E-23678]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 25 जुलाई, 2018

**का.आ. 1140.**—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2218 तारीख 14 सितम्बर, 2017 जो भारत के राजपत्र, तारीख 17 सितम्बर-23 सितम्बर 2017 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में जिला नासिक में तालुका बागलान कोयली — अहमदनगर — सोलापुर पेट्रोलियम परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिनियम की प्रतियां जनता को तारीख 12 अप्रैल, 2018 तक उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट की है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी ।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी ।

**अनुसूची**

तालुका:—बागलान	जिला:— नासिक		राज्य:— महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लॉक / सं. (प्लॉट सं.)	सब—डीव—सं.	क्षेत्रफल		
			हेक्टेयर	हेक्टेयर	हेक्टेयर
1	2	3	4	5	6
जयपुर	103		00	27	58
	104		00	34	94
	105 / 1		00	31	34
	106 / 1		00	01	89
	108		00	00	32
	107 / 1		00	29	29

	107 / 2		00	10	05
	107 / 3		00	16	07
	97		00	24	64
	110 / 1		00	22	23
	110 / 2		00	21	60
	114 / 3		00	08	86
	113 / 2		00	18	19
	115 / 1		00	20	29
	115 / 2		00	21	88
	116 / 1		00	16	02
	116 / 2		00	02	66
वाडीपिसोल	123 / 1		00	00	07
	123 / 2अ		00	14	10
	123 / 2ब		00	15	59
	123 / 2क		00	04	29
	123 / 3		00	31	23
	124		00	16	97
	121		00	05	63
	144 / 1		00	01	22
	144 / 2		00	37	35
	159		00	00	49
	147		00	35	11
	158		00	24	31
	157 / 2ब		00	39	57
	156		00	12	67
	151		00	17	92
एकलहरे	182		00	33	81
	183पैकी		00	00	27
	181		00	20	71
	185		00	03	66
	186 / 1		00	08	61
	186 / 2		00	14	20
	186 / 3		00	17	19

	153 / 1		00	19	12
	154 / 1		00	21	84
	154 / 2		00	03	57
	154 / 3		00	09	93
	154 / 4		00	08	49
	145 / अ		00	16	42
	142		00	43	95
	130 / 1 / अ		00	06	11
	130 / ब / 2		00	17	62
	131		00	35	15
	132 / 2		00	29	23
	128		00	12	62
	99 / 1		00	20	58
	99 / 2		00	02	33
	98 / 1		00	31	04
	98 / 2		00	23	76
	97		00	15	74
	96		00	00	67
	95		00	14	80
	94		00	17	54
	92		00	19	92
	90		00	28	08
ब्राह्मणपाडे	213 / अ		00	08	18
	206 / अ		00	12	70
	206 / ब		00	12	63
	206 / क		00	23	54
	203 / 1		00	02	84
	203 / 2		00	11	01
	204		00	15	10
	200		00	21	96
	190 / 1		00	24	91
	190 / 2		00	22	21
	189		00	03	73

	186 / 1		00	21	30
	186 / 2		00	21	62
	185		00	01	45
	184		00	02	47
	283		00	33	10
	279 / 1 / 2 / 1		00	04	26
	279 / 1 / 2 / 2		00	00	20
	280		00	25	07
	285 / 2		00	42	95
	288 / 1		00	25	05
	288 / 2		00	08	89
	289 / 1		00	39	09
	289 / 2		00	11	00
वाघले	295 / 1		00	03	62
	290 / 1		00	24	36
	290 / 2		00	16	53
	289		00	00	20
	287 / ब		00	08	12
	287 / इ		00	08	95
	287 / ङ		00	08	62
	287 / अ		00	08	12
	283		00	30	64
	280		00	05	67
	284 / 1		00	13	41
	284 / 2		00	03	75
	275		00	06	76
	307 / 2		00	22	25
	307 / 4		00	09	93
	307 / 1		00	14	34
	316 / 2		00	23	52
	315 / 1		00	02	14
	315 / 2		00	33	53
	314		00	20	12



	313		00	09	89
	312 / 6		00	00	09
	312 / 7		00	03	85
	312 / 5		00	05	86
	321 / 2		00	26	54
राजपुरपाडे	50 / अ / ब / 1		00	08	69
	50 / अ / ब / 2		00	12	41
	50 / अ / ब / 3		00	14	09
	50 / अ / ब / 4		00	12	19
	49		00	00	87
	51 / 2		00	13	28
	47		00	14	75
	46		00	11	43
	45		00	00	63
	44 / 1 (44 / अ)		00	36	15
	25 / 2		00	03	73
	101		00	13	06
	102		00	18	76
	103		00	23	77
	124 / 1		00	15	58
	124 / 2		00	00	08
	125		00	14	62
	118		00	00	70
	117		00	06	59
	126		00	15	14
	127		00	19	10
	128		00	00	20
	129		00	00	20
	132		00	01	01
	133		00	05	46
	134		00	05	56
	137		00	22	22
	138 / 1		00	12	00

	139 / 1		00	20	79
	255 / 1		00	22	86
	236		00	09	92
	247		00	00	24
	248		00	08	98
	249		00	01	12
द्याने	115 / 1		00	30	21
	117 / 2		00	16	49
	118		00	10	75
	120 / 2		00	15	77
	120 / 1		00	18	96
	121		00	00	20
	111 / अ / 2 / 1		00	30	85
	111 / अ / 2 / 2		00	00	87
	159		00	31	02
	153 / 1		00	02	66
	163		00	04	55
	161		00	05	78
	162		00	10	72
	172		00	12	44
	173		00	01	48
	174 / अ		00	10	59
	171 / 1		00	13	97
	177		00	10	10
	478 / अ		00	03	20
	478 / ब		00	28	34
	475		00	10	03
	474 / 1		00	09	41
	467		00	12	70
	473		00	04	09
	472 / ब		00	00	36
	469 / 1		00	13	88
	470		00	18	67

	454 / ब		00	06	34
	361		00	16	69
	363		00	25	27
	294		00	03	29
	367 / 1		00	01	07
	367 / 2		00	14	58
	293		00	08	86
	292		00	09	74
	286		00	24	87
	291		00	00	32
	290		00	06	69
	289		00	06	49
	288		00	03	29
	287 / 1		00	05	93
	287 / 2		00	05	55
	287 / 3		00	07	89
	287 / 4		00	16	24
	278 / 1		00	13	35
	277 / 1		00	12	44
	277 / 2		00	03	51
नामपुर	416 / 2		00	24	47
	416 / 1		00	21	26
	383 / 1		00	01	61
	386		00	02	39
	387		00	14	83
	388		00	13	41
	389		00	15	97
	374		00	00	20
	391		00	01	35
	392		00	12	66
	393		00	09	04
	394 / 2		00	10	68
	372		00	14	16

	371		00	00	20
	370		00	10	28
	369 / 1		00	08	54
	369 / 2		00	02	31
	349		00	05	22
	365		00	09	39
	1056 / 2		00	15	09
	364		00	03	51
	357		00	12	77
	356		00	11	56
	355		00	11	49
	354		00	10	89
	322		00	01	20
	289 / 1		00	21	24
	290		00	32	06
	245 / 4		00	10	26
	293 / 2		00	19	29
	293 / 1		00	12	38
	294		00	03	07
	225		00	00	20
	224		00	10	73
	223 / 1		00	14	03
	223 / 2		00	15	16
	222 / 2		00	17	87
	216 / 1		00	02	20
	220		00	12	77
	219		00	16	78
	218		00	16	35
	217		00	03	00
	221 / ३१ / 8		00	52	12
	161 / 1		00	00	89
	164		00	41	29
	167		00	02	84

	168		00	17	91
	169		00	14	27
	170		00	10	43
	171		00	04	24
	155		00	22	89
	154 / 1		00	02	50
	153		00	16	51
नलकस	55 / 1		00	16	71
	47 / 1		00	06	43
	56		00	07	13
	40		00	09	58
	41 / अ		00	08	04
	39		00	20	56
	38 / 3		00	11	66
	38 / 4		00	18	27
	58 / 4		00	04	46
	13 / 1		00	20	23
	87		00	00	20
	88		00	05	30
	89		00	15	70
	90		00	19	76
	91 / 1		00	20	45
	91 / 2		00	15	06
	101 / 1 / अ		00	17	14
	101 / 1 / क		00	01	95
	101 / 1 / ड		00	16	20
	102		00	16	96
	103 / 2		00	16	88
	109 / 1 / 2		00	17	92
	109 / 1 / 1		00	04	04
	110 / अ		00	07	29
	110 / ब		00	24	33
	117		00	13	27

	116		00	29	07
सारदे	234 / 1		00	09	62
	234 / 2		00	09	71
	234 / 3		00	15	42
	235 / 1 / अ		00	13	58
	235 / 1 / ब		00	02	09
	231		00	37	51
	230 / 1		00	10	92
	230 / 2		00	08	16
	229 / 1		00	06	62
	217 / 2		00	13	40
	217 / 3		00	37	38
	210 / 3		00	00	20
	218 / अ		00	02	14
	209 / 1		00	06	25
	209 / 2 / 1 209 / 2 / 2 209 / 2 / 3		00	09	65
	209 / 3		00	07	95
	209 / 4		00	08	87
	208 / 1		00	11	12
	208 / 1 / अ		00	02	47
	208 / 1 / ब		00	04	19
	208 / 2		00	11	51
	207 / 1		00	05	06
	207 / 3		00	02	22
	207 / 4		00	14	56
	207 / 5		00	20	99
	207 / 6		00	11	11
	134 / 1		00	17	46
	134 / 2 / ब		00	04	54
	116 / 1		00	18	03
	117 / 1		00	19	35
	117 / 2		00	04	20

	118 / 2		00	05	68
	118 / 3		00	11	93
	118 / 4		00	25	94
	113 / 3		00	18	70
	120		00	13	21
	112 / 1		00	41	73
	112 / 2		00	00	04
	109 / 1		00	04	02
	109 / 2		00	18	58
	107		00	18	97
	106 / 1		00	01	95
	106 / 2		00	06	21
	106 / 3		00	05	29
रामतीर	137 / 1 / अ		00	16	55
	137 / 1 / ब		00	20	11
	137 / 1 / क		00	02	06
	118		00	07	76
	119 / 2		00	43	44
	121 / 1 / 2		00	02	08
	116 / 1		00	31	26
	115		00	43	15
सुराने	132 / 1		00	01	33
	132 / 2		00	12	08
	132 / 3		00	25	30
	134 / 2		00	36	33
	133 / 1		00	03	35
	133 / 2		00	02	47
	115		00	15	70
	116		00	18	74
	119 / ब / 1		00	05	58
	119 / ब / 2		00	05	49
	122		00	09	07
	121		00	02	83

	230 / 1		00	09	99
	93 / 4		00	00	43
	97 / 1		00	31	25
	96		00	11	05
	95 / 1		00	06	75
	95 / 2		00	06	89
	95 / 3		00	12	41
	94 / 3		00	19	26
	94 / 4		00	10	04
	98 / 1		00	30	50
	99 / 2 / 2		00	09	40
	99 / 2 / 3		00	01	00
	65 / 1		00	20	40
	63 / 1 / ब		00	00	15
	63 / 1 / क		00	16	47
	63 / 2		00	03	65
	63 / 2 / ड		00	24	64
	55		00	39	58
	54 / 1		00	18	72
	54 / 2		00	08	80
	54 / 3		00	08	21
	31 / 1		00	06	30
	31 / 2		00	11	08
	31 / 1 / 2		00	06	34
	32 / 2		00	12	51
	24 / 3		00	14	25
	23		00	08	37
	22 / 1		00	08	76
	196		00	13	51
	200		00	23	28
	201		00	03	33

[फा. सं. आर-11025(11)/6/2017-ओआर-I/ई-23678]

पवन कुमार, अवर सचिव



New Delhi, the 25th July, 2018

**S.O. 1140.**—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 2218 dated the 14<sup>th</sup> September, 2017, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), Published in the Gazette of India dated the 17<sup>th</sup> September-23<sup>rd</sup> September 2017, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Koyali-Ahmednagar-Solapur Pipeline for the transportation of Petroleum Products in Taluka Baglan in Nashik District in the State of Maharashtra by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 12<sup>th</sup> April 2018;

And whereas the competent authority has under sub-section (1) of Section 6 of said act submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

#### SCHEDULE

Tehsil:- Baglan	District:- Nashik		State :- Maharashtra		
Mouje/ Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Jaypur	103		00	27	58
	104		00	34	94
	105/1		00	31	34
	106/1		00	01	89
	108		00	00	32
	107/1		00	29	29
	107/2		00	10	05
	107/3		00	16	07
	97		00	24	64
	110/1		00	22	23
	110/2		00	21	60
	114/3		00	08	86
	113/2		00	18	19
	115/1		00	20	29
	115/2		00	21	88
	116/1		00	16	02
	116/2		00	02	66

<b>Wadipisol</b>	123/1		00	00	07
	123/2A		00	14	10
	123/2B		00	15	59
	123/2Ka		00	04	29
	123/3		00	31	23
	124		00	16	97
	121		00	05	63
	144/1		00	01	22
	144/2		00	37	35
	159		00	00	49
	147		00	35	11
	158		00	24	31
	157/2Ka		00	39	57
	156		00	12	67
	151		00	17	92
<b>Ekalhare</b>	182		00	33	81
	183Paiky		00	00	27
	181		00	20	71
	185		00	03	66
	186/1		00	08	61
	186/2		00	14	20
	186/3		00	17	19
	153/1		00	19	12
	154/1		00	21	84
	154/2		00	03	57
	154/3		00	09	93
	154/4		00	08	49
	145/A		00	16	42
	142		00	43	95
	130/1/aA		00	06	11
	130/B/a2		00	17	62
	131		00	35	15
	132/2		00	29	23
	128		00	12	62
	99/1		00	20	58
	99/2		00	02	33
	98/1		00	31	04
	98/2		00	23	76

	97		00	15	74
	96		00	00	67
	95		00	14	80
	94		00	17	54
	92		00	19	92
	90		00	28	08
<b>Bramhanpade</b>	213/A		00	08	18
	206/A		00	12	70
	206/B		00	12	63
	206/Ka		00	23	54
	203/1		00	02	84
	203/2		00	11	01
	204		00	15	10
	200		00	21	96
	190/1		00	24	91
	190/2		00	22	21
	189		00	03	73
	186/1		00	21	30
	186/2		00	21	62
	185		00	01	45
	184		00	02	47
	283		00	33	10
	279/1/2/1		00	04	26
	279/1/2/2		00	00	20
	280		00	25	07
	285/2		00	42	95
	288/1		00	25	05
	288/2		00	08	89
	289/1		00	39	09
	289/2		00	11	00
<b>Waghale</b>	295/1		00	03	62
	290/1		00	24	36
	290/2		00	16	53
	289		00	00	20
	287/B		00	08	12
	287/E		00	08	95
	287/D		00	08	62
	287/A		00	08	12

	283		00	30	64
	280		00	05	67
	284/1		00	13	41
	284/2		00	03	75
	275		00	06	76
	307/2		00	22	25
	307/4		00	09	93
	307/1		00	14	34
	316/2		00	23	52
	315/1		00	02	14
	315/2		00	33	53
	314		00	20	12
	313		00	09	89
	312/6		00	00	09
	312/7		00	03	85
	312/5		00	05	86
	321/2		00	26	54
<b>Rajpurpade</b>	50/ A/B/1		00	08	69
	50/ A/B/2		00	12	41
	50/ A/B/3		00	14	09
	50/ A/B/4		00	12	19
	49		00	00	87
	51/2		00	13	28
	47		00	14	75
	46		00	11	43
	45		00	00	63
	44/1(44/A)		00	36	15
	25/2		00	03	73
	101		00	13	06
	102		00	18	76
	103		00	23	77
	124/1		00	15	58
	124/2		00	00	08
	125		00	14	62
	118		00	00	70
	117		00	06	59
	126		00	15	14
	127		00	19	10

	128		00	00	20
	129		00	00	20
	132		00	01	01
	133		00	05	46
	134		00	05	56
	137		00	22	22
	138/1		00	12	00
	139/1		00	20	79
	255/1		00	22	86
	236		00	09	92
	247		00	00	24
	248		00	08	98
	249		00	01	12
<b>Dyane</b>	115/1		00	30	21
	117/2		00	16	49
	118		00	10	75
	120/2		00	15	77
	120/1		00	18	96
	121		00	00	20
	111/A/2/1		00	30	85
	111/A/2/2		00	00	87
	159		00	31	02
	153/1		00	02	66
	163		00	04	55
	161		00	05	78
	162		00	10	72
	172		00	12	44
	173		00	01	48
	174/A		00	10	59
	171/1		00	13	97
	177		00	10	10
	478/A		00	03	20
	478/B		00	28	34
	475		00	10	03
	474/1		00	09	41
	467		00	12	70
	473		00	04	09
	472/B		00	00	36

	469/1		00	13	88
	470		00	18	67
	454/B		00	06	34
	361		00	16	69
	363		00	25	27
	294		00	03	29
	367/1		00	01	07
	367/2		00	14	58
	293		00	08	86
	292		00	09	74
	286		00	24	87
	291		00	00	32
	290		00	06	69
	289		00	06	49
	288		00	03	29
	287/1		00	05	93
	287/2		00	05	55
	287/3		00	07	89
	287/4		00	16	24
	278/1		00	13	35
	277/1		00	12	44
	277/2		00	03	51
<b>Nampur</b>	416/2		00	24	47
	416/1		00	21	26
	383/1		00	01	61
	386		00	02	39
	387		00	14	83
	388		00	13	41
	389		00	15	97
	374		00	00	20
	391		00	01	35
	392		00	12	66
	393		00	09	04
	394/2		00	10	68
	372		00	14	16
	371		00	00	20
	370		00	10	28
	369/1		00	08	54

	369/2		00	02	31
	349		00	05	22
	365		00	0+9	39
	1056/2		00	15	09
	364		00	03	51
	357		00	12	77
	356		00	11	56
	355		00	11	49
	354		00	10	89
	322		00	01	20
	289/1		00	21	24
	290		00	32	06
	245/4		00	10	26
	293/2		00	19	29
	293/1		00	12	38
	294		00	03	07
	225		00	00	20
	224		00	10	73
	223/1		00	14	03
	223/2		00	15	16
	222/2		00	17	87
	216/1		00	02	20
	220		00	12	77
	219		00	16	78
	218		00	16	35
	217		00	03	00
	221/A/8		00	52	12
	161/1		00	00	89
	164		00	41	29
	167		00	02	84
	168		00	17	91
	169		00	14	27
	170		00	10	43
	171		00	04	24
	155		00	22	89
	154/1		00	02	50
	153		00	16	51
<b>Nalkas</b>	55/1		00	16	71

	47/1		00	06	43
	56		00	07	13
	40		00	09	58
	41/A		00	08	04
	39		00	20	56
	38/3		00	11	66
	38/4		00	18	27
	58/4		00	04	46
	13/1		00	20	23
	87		00	00	20
	88		00	05	30
	89		00	15	70
	90		00	19	76
	91/1		00	20	45
	91/2		00	15	06
	101/1/A		00	17	14
	101/1/Ka		00	01	95
	101/1/D		00	16	20
	102		00	16	96
	103/2		00	16	88
	109/1/2		00	17	92
	109/1/1		00	04	04
	110/A		00	07	29
	110/B		00	24	33
	117		00	13	27
	116		00	29	07
<b>Sarde</b>	234/1		00	09	62
	234/2		00	09	71
	234/3		00	15	42
	235/1/A		00	13	58
	235/1/B		00	02	09
	231		00	37	51
	230/1		00	10	92
	230/2		00	08	16
	229/1		00	06	62
	217/2		00	13	40
	217/3		00	37	38
	210/3		00	00	20



	218/A		00	02	14
	209/1		00	06	25
	209/2/1 209/2/2 209/2/3		00	09	65
	209/3		00	07	95
	209/4		00	08	87
	208/1		00	11	12
	208/1/A		00	02	47
	208/1/B		00	04	19
	208/2		00	11	51
	207/1		00	05	06
	207/3		00	02	22
	207/4		00	14	56
	207/5		00	20	99
	207/6		00	11	11
	134/1		00	17	46
	134/2/B		00	04	54
	116/1		00	18	03
	117/1		00	19	35
	117/2		00	04	20
	118/2		00	05	68
	118/3		00	11	93
	118/4		00	25	94
	113/3		00	18	70
	120		00	13	21
	112/1		00	41	73
	112/2		00	00	04
	109/1		00	04	02
	109/2		00	18	58
	107		00	18	97
	106/1		00	01	95
	106/2		00	06	21
	106/3		00	05	29
<b>Ramtir</b>	137/1/A		00	16	55
	137/1/B		00	20	11
	137/1/Ka		00	02	06
	118		00	07	76
	119/2		00	43	44

	121/1/2		00	02	08
	116/1		00	31	26
	115		00	43	15
<b>Surane</b>	132/1		00	01	33
	132/2		00	12	08
	132/3		00	25	30
	134/2		00	36	33
	133/1		00	03	35
	133/2		00	02	47
	115		00	15	70
	116		00	18	74
	119/B/1		00	05	58
	119/B/2		00	05	49
	122		00	09	07
	121		00	02	83
	230/1		00	09	99
	93/4		00	00	43
	97/1		00	31	25
	96		00	11	05
	95/1		00	06	75
	95/2		00	06	89
	95/3		00	12	41
	94/3		00	19	26
	94/4		00	10	04
	98/1		00	30	50
	99/2/2		00	09	40
	99/2/3		00	01	00
	65/1		00	20	40
	63/1/B		00	00	15
	63/1/Ka		00	16	47
	63/2		00	03	65
	63/2/D		00	24	64
	55		00	39	58
	54/1		00	18	72
	54/2		00	08	80
	54/3		00	08	21
	31/1		00	06	30
	31/2		00	11	08

	31/1/2		00	06	34
	32/2		00	12	51
	24/3		00	14	25
	23		00	08	37
	22/1		00	08	76
	196		00	13	51
	200		00	23	28
	201		00	03	33

[F. No. R-11025(11)/6/2017-OR-I/E-23678]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 25 जुलाई, 2018

**का.आ. 1141.**—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2220 और 2221 तारीख 14 सितम्बर, 2017 जो भारत के राजपत्र, तारीख 17 सितम्बर — 23 सितम्बर, 2017 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में जिला नंदुरबार में तालुका नवापुर कोयली — अहमदनगर — सोलापुर पेट्रोलियम परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाईन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिनियम की प्रतियां जनता को तारीख 29 जनवरी 2018 तक उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट की है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाईन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाईन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी ।

पेट्रोलियम और खनिज पाइपलाईन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाईन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी ।

**अनुसूची**

तालुका:— नवापुर	जिला:— नंदुरबार		राज्य:— महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टेयर	आर	वर्गमीटर
1	2	3	4	5	6
लककडकोट	47 / 1		00	08	60
	47 / 2		00	10	88
	48 / 1 / ब		00	19	96
	48 / 1 / अ		00	04	27

	49 / 1		00	09	84
	49 / 2		00	00	37
	49 / 3		00	24	11
	49 / 5		00	01	54
	56 / 3		00	15	18
	55 / 1		00	23	06
	55 / 3		00	16	51
	55 / 6		00	15	47
	55 / 7		00	01	63
	54 / 2		00	10	54
	54 / 1 / अ		00	14	41
	54 / 1 / ब		00	14	61
बंधारफली	13 / 5		00	09	59
	13 / 4		00	09	23
	13 / 3		00	10	39
	13 / 2		00	09	85
	13 / 1		00	08	89
	14		00	24	52
	12 / 2		00	02	93
	15 / 1		00	43	67
	16 / 6		00	01	76
	9 / 1 / ब		00	00	31
	17 / 5		00	15	78
	17 / 4		00	13	93
	17 / 3		00	14	21
	17 / 2		00	13	44
	17 / 1		00	11	51
	41 / 1		00	16	33
	41 / 2		00	39	46
	40 / 1		00	04	34
	22 / 1 / क		00	29	05
	22 / 1 / अ		00	00	79
	22 / 1 / ब		00	19	61

	22 / 2		00	35	53
	29 / 1		00	00	24
	26 / 2		00	15	49
	26 / 3		00	18	45
	25		00	26	70
	24 / 1		00	12	17
वाकीपाडा	15 / 2		00	24	95
	47		00	41	49
	13 / 1		00	06	45
	11 / 1		00	23	35
	11 / 2 / अ		00	12	99
	11 / 2 / ब		00	13	76
	10 / 3		00	22	30
	10 / 1		00	23	10
	9 / 2		00	12	52
	9 / 3		00	09	27
	9 / 1		00	05	99
	8		00	20	55
	6 / 1		00	00	20
	7 / 2		00	39	22
	7 / 3		00	08	23
	4		00	21	67
	3		00	17	60
	2		00	19	12
	1 / 2 / अ		00	01	96
करंजी खुर्द	25 / 1		00	32	45
	25 / 2		00	22	95
	27 / 1		00	13	17
	28 / 1		00	15	94
	29 / 2		00	41	38
	30		00	00	38
नवापुर एम सी आइ	208 / 1 / 2 / 2		00	10	45
	208 / 7		00	27	80

	207		00	10	43
	206		00	19	10
	205		00	10	12
	204		00	22	01
	203		00	32	03
	200		00	40	24
	188 / 4		00	37	93
	189 / 1		00	03	69
	187 / 1		00	16	59
	185 / 1		00	11	59
	186		00	21	45
	183 / 1		00	15	04
	183 / 2 / अ		00	14	74
	183 / 2 / अ		00	03	66
	182 / 1		00	12	22
	182 / 2		00	15	28
	182 / 3		00	15	79
	178		00	20	96
	174		00	00	20
	177 / 1		00	08	70
	177 / 2		00	08	79
	177 / 6		00	07	62
	177 / 3		00	09	68
	177 / 4		00	07	62
	176 / 1		00	18	86
	176 / 2		00	15	99
	171 / 4		00	10	53
	171 / 1		00	05	46
	170 / 2		00	13	37
	170 / 6		00	13	60
	170 / 4		00	07	63
	170 / 5		00	00	15
	169		00	23	12

	168		00	00	20
विजापुर	44 / 1		00	23	51
	46 / 1		00	03	80
	46 / 2		00	21	30
	47 / 2		00	05	27
	51 / 1		00	04	87
	51 / 3		00	30	15
	50 / 1		00	04	93
	50 / 2		00	23	96
नांदवण	34 / 2		00	13	79
	35		00	15	27
	36		00	36	70
	44 / 1		00	31	01
	44 / 2		00	09	25
	78		00	15	35
	79		00	36	39
	82		00	19	25
	84 / 2 / अ		00	29	95
नवापाडा	103 / 1		00	13	87
	104 / 1		00	21	72
	105		00	22	26
	107		00	38	82
	95		00	12	27
	51		00	18	06
	52		00	27	05
	50		00	03	88
	53		00	18	83
	55		00	40	32
	62 / 1 / अ		00	08	42
	62 / 2		00	08	75
	62 / 3		00	08	82
	62 / 4		00	08	85
	62 / 5		00	08	99

	62 / 6		00	08	36
	63 / 1		00	16	26
	63 / 2		00	15	48
	63 / 3		00	15	85
	85 / 1		00	15	80
	85 / 2		00	19	15
	82		00	33	69
	83		00	18	56
	80		00	29	26
	79		00	31	84
सुली	67		00	05	12
	63		00	50	18
	62 / 1		00	31	80
	34		00	12	24
	33 / अ		00	20	69
	33 / ब		00	13	86
	32 / 1		00	03	04
	32 / 2		00	02	51
	36 / 5		00	45	32
	37 / 2		00	36	93
	39 / 2		00	54	68
	39 / 3		00	08	50
	40		00	39	26
	225		00	20	79
	224		00	13	89
	223		00	12	96
	207		00	00	20
	222 / अ		00	03	46
	208		00	11	50
	209		00	16	62
	210 / 1		00	09	39
	210 / 2		00	23	43
	211		00	45	00



	213		00	00	20
	214		00	11	86
कोलडे	206 / 1		00	42	41
	206 / 3		00	40	47
	208		00	00	44
	204 / 1		00	20	16
	204 / 2		00	16	73
	203 / 3		00	00	67
	203 / 4		00	24	80
बोरपाडा	290		00	02	35
	288 / 2		00	23	38
	222		00	22	56
	224		00	03	93
	223		00	23	38
	225		00	02	49
	226		00	18	18
	234 / 2		00	14	27
	234 / 1		00	17	68
	236		00	06	48
	233		00	00	20
	239 / 1 / 2		00	10	44
	239 / 2		00	31	47
	238		00	20	51
	269		00	02	73
	268		00	27	09
	265		00	38	94
कामोद	75 / 2		00	31	61
	74		00	10	81
	73		00	11	91
	72		00	13	82
	71		00	19	13
	70 / 1		00	01	48
	70 / 2		00	00	98

	70 / 3 / 2		00	01	33
	70 / 3 / क		00	02	77
	70 / 4		00	02	14
	70 / 5		00	27	07
	65 / 1		00	18	13
	66 / 3		00	12	16
	69 / 1		00	19	33
	69 / 2		00	21	09
	68 / 1		00	11	91
	68 / 2		00	15	57
	68 / 3		00	12	67
	68 / 4		00	15	76
	67 / 1		00	00	20
	188 / 1		00	29	29
	188 / 2 / अ		00	14	54
	188 / 2 / ब		00	14	54
	189 / 1		00	03	96
	189 / 3		00	26	14
	190 / 1		00	09	88
	190 / 2		00	18	81
	191		00	21	82
	192 / 1		00	11	46
	192 / 2		00	10	25
	199 / 1		00	10	60
	199 / 2 / 1		00	11	65
	200 / 1		00	10	38
	200 / 2		00	10	38
	200 / 3		00	09	96
	201 / 1		00	09	09
	201 / 2		00	09	26
	201 / 3		00	11	39
	202 / 1		00	48	63
	212 / 1		00	11	05

	212 / 2		00	14	42
	212 / 3		00	10	48
	212 / 4		00	16	45
	211 / 1		00	14	00
	211 / 2		00	19	69
	211 / 3		00	26	70
	26 / 2 / 1		00	30	55
	26 / 2 / 2		00	29	27
	21		00	22	49
	20 / 2		00	00	31
	22 / 2		00	04	95
	22 / 3		00	15	22
	22 / 4		00	18	57
	22 / 5		00	12	79
	15 / 2		00	00	89
	15 / 3		00	20	72
	14		00	48	69
	12 / 2		00	09	88
	24 / 2		00	10	99
कोटखांब	5 / 1		00	12	21
	5 / 2		00	25	73
	5 / 4		00	23	93

[फा. सं. आर-11025(11)/6/2017-ओआर-I/ई-23678]

पवन कुमार, अवर सचिव

New Delhi, the 25th July, 2018

**S.O. 1141.**—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 2220 & 2221 dated the 14<sup>th</sup> September, 2017, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), Published in the Gazette of India dated the 17<sup>th</sup> September - 23<sup>rd</sup> September 2017, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Koyali-Ahmednagar-Solapur Pipeline for the transportation of Petroleum Products in Taluka Navapur in Nandurbar District in the State of Maharashtra by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 29th January 2018;

And whereas the competent authority has under sub-section (1) of Section 6 of said act submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

#### SCHEDULE

Taluka:- Navapur	District:- Nandurbar		State :- Maharashtra		
Mouje/ Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Lakkadkot	47/1		00	08	60
	47/2		00	10	88
	48/1/B		00	19	96
	48/1/A		00	04	27
	49/1		00	09	84
	49/2		00	00	37
	49/3		00	24	11
	49/5		00	01	54
	56/3		00	15	18
	55/1		00	23	06
	55/3		00	16	51
	55/6		00	15	47
	55/7		00	01	63
	54/2		00	10	54
	54/1/A		00	14	41
	54/1/B		00	14	61
Bandharfali	13/5		00	09	59
	13/4		00	09	23
	13/3		00	10	39
	13/2		00	09	85
	13/1		00	08	89
	14		00	24	52
	12/2		00	02	93
	15/1		00	43	67
	16/6		00	01	76
	9/1/B		00	00	31

	17/5		00	15	78
	17/4		00	13	93
	17/3		00	14	21
	17/2		00	13	44
	17/1		00	11	51
	41/1		00	16	33
	41/2		00	39	46
	40/1		00	04	34
	22/1/K		00	29	05
	22/1/A		00	00	79
	22/1/B		00	19	61
	22/2		00	35	53
	29/1		00	00	24
	26/2		00	15	49
	26/3		00	18	45
	25		00	26	70
	24/1		00	12	17
Wakipada	15/2		00	24	95
	47		00	41	49
	13/1		00	06	45
	11/1		00	23	35
	11/2/A		00	12	99
	11/2/B		00	13	76
	10/3		00	22	30
	10/1		00	23	10
	9/2		00	12	52
	9/3		00	09	27
	9/1		00	05	99
	8		00	20	55
	6/1		00	00	20
	7/2		00	39	22
	7/3		00	08	23
	4		00	21	67
	3		00	17	60
	2		00	19	12
	1/2/A		00	01	96
Karanji Khurd	25/1		00	32	45
	25/2		00	22	95

	27/1		00	13	17
	28/1		00	15	94
	29/2		00	41	38
	30		00	00	38
Navapur MCI	208/1/2/2		00	10	45
	208/7		00	27	80
	207		00	10	43
	206		00	19	10
	205		00	10	12
	204		00	22	01
	203		00	32	03
	200		00	40	24
	188/4		00	37	93
	189/1		00	03	69
	187/1		00	16	59
	185/1		00	11	59
	186		00	21	45
	183/1		00	15	04
	183/2/B		00	14	74
	183/2/A		00	03	66
	182/1		00	12	22
	182/2		00	15	28
	182/3		00	15	79
	178		00	20	96
	174		00	00	20
	177/1		00	08	70
	177/2		00	08	79
	177/6		00	07	62
	177/3		00	09	68
	177/4		00	07	62
	176/1		00	18	86
	176/2		00	15	99
	171/4		00	10	53
	171/1		00	05	46
	170/2		00	13	37
	170/6		00	13	60
	170/4		00	07	63
	170/5		00	00	15

	169		00	23	12
	168		00	00	20
Vijapur	44/1		00	23	51
	46/1		00	03	80
	46/2		00	21	30
	47/2		00	05	27
	51/1		00	04	87
	51/3		00	30	15
	50/1		00	04	93
	50/2		00	23	96
Nandvan	34/2		00	13	79
	35		00	15	27
	36		00	36	70
	44/1		00	31	01
	44/2		00	09	25
	78		00	15	35
	79		00	36	39
	82		00	19	25
	84/2/A		00	29	95
Navapada	103/1		00	13	87
	104/1		00	21	72
	105		00	22	26
	107		00	38	82
	95		00	12	27
	51		00	18	06
	52		00	27	05
	50		00	03	88
	53		00	18	83
	55		00	40	32
	62/1/A		00	08	42
	62/2		00	08	75
	62/3		00	08	82
	62/4		00	08	85
	62/5		00	08	99
	62/6		00	08	36
	63/1		00	16	26
	63/2		00	15	48
	63/3		00	15	85

	85/1		00	15	80
	85/2		00	19	15
	82		00	33	69
	83		00	18	56
	80		00	29	26
	79		00	31	84
Suli	67		00	05	12
	63		00	50	18
	62/1		00	31	80
	34		00	12	24
	33/A		00	20	69
	33/ B		00	13	86
	32/1		00	03	04
	32/2		00	02	51
	36/5		00	45	32
	37/2		00	36	93
	39/2		00	54	68
	39/3		00	08	50
	40		00	39	26
	225		00	20	79
	224		00	13	89
	223		00	12	96
	207		00	00	20
	222/A		00	03	46
	208		00	11	50
	209		00	16	62
	210/1		00	09	39
	210/2		00	23	43
	211		00	45	00
	213		00	00	20
	214		00	11	86
Kolde	206/1		00	42	41
	206/3		00	40	47
	208		00	00	44
	204/1		00	20	16
	204/2		00	16	73
	203/3		00	00	67
	203/4		00	24	80



Borpada	290		00	02	35
	288/2		00	23	38
	222		00	22	56
	224		00	03	93
	223		00	23	38
	225		00	02	49
	226		00	18	18
	234/2		00	14	27
	234/1		00	17	68
	236		00	06	48
	233		00	00	20
	239/1/2		00	10	44
	239/2		00	31	47
	238		00	20	51
	269		00	02	73
	268		00	27	09
	265		00	38	94
Kamod	75/2		00	31	61
	74		00	10	81
	73		00	11	91
	72		00	13	82
	71		00	19	13
	70/1		00	01	48
	70/2		00	00	98
	70/3/2		00	01	33
	70/3/K		00	02	77
	70/4		00	02	14
	70/5		00	27	07
	65/1		00	18	13
	66/3		00	12	16
	69/1		00	19	33
	69/2		00	21	09
	68/1		00	11	91
	68/2		00	15	57
	68/3		00	12	67
	68/4		00	15	76
	67/1		00	00	20
	188/1		00	29	29

	188/2/A		00	14	54
	188/2/B		00	14	54
	189/1		00	03	96
	189/3		00	26	14
	190/1		00	09	88
	190/2		00	18	81
	191		00	21	82
	192/1		00	11	46
	192/2		00	10	25
	199/1		00	10	60
	199/2/1		00	11	65
	200/1		00	10	38
	200/2		00	10	38
	200/3		00	09	96
	201/1		00	09	09
	201/2		00	09	26
	201/3		00	11	39
	202/1		00	48	63
	212/1		00	11	05
	212/2		00	14	42
	212/3		00	10	48
	212/4		00	16	45
	211/1		00	14	00
	211/2		00	19	69
	211/3		00	26	70
	26/2/1		00	30	55
	26/2/2		00	29	27
	21		00	22	49
	20/2		00	00	31
	22/2		00	04	95
	22/3		00	15	22
	22/4		00	18	57
	22/5		00	12	79
	15/2		00	00	89
	15/3		00	20	72
	14		00	48	69
	12/2		00	09	88
	24/2		00	10	99

Kotkhanb	5/1		00	12	21
	5/2		00	25	73
	5/4		00	23	93

[F. No. R-11025(11)/6/2017-OR-I/E-23678]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 जुलाई, 2018

**का.आ. 1142.**—केंद्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में पेट्रोलियम उत्पादों के परिवहन के लिए पारादीप- हैदराबाद पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइप लाइन बिछाई जानी चाहिए;

और केंद्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस (21) दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबंध में श्री एम. आर. आर. शेषु, सक्षम प्राधिकारी (आंध्र प्रदेश), इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), पारादीप-हैदराबाद पाइपलाइन परियोजना, चौथी मंजिल, एल.आई.सी. एनेक्सी भवन, थिक्कना (डायमंड पार्क) रोड, आर. टी. सी. कॉम्प्लेक्स के पास, विशाखापटनम - 530004, आंध्र प्रदेश राज्य को लिखित रूप से आक्षेप भेज सकेगा।

**अनुसूची**

जिला: विजयानगरम			राज्य: आंध्र प्रदेश		
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
चीपुरुपल्ले	पत्तिकायावलसा	166/3	00	03	64
		166/5	00	02	12
		166/1	00	01	15
चीपुरुपल्ले	पालावलसा	68/1	00	06	94
		55/16	00	1	16
		55/17	00	1	47
		54/5	00	0	20
		54/3	00	4	8
		67/16	00	0	14
		53/1	00	3	81

		53/2	00	1	24
		53/3	00	1	78
		69/1	00	1	69
		69/2	00	1	70
		69/3	00	1	42
		69/4	00	1	22
		69/5	00	2	56
		69/6	00	0	17
		68/3	00	2	7
		68/4	00	5	1
		55/8	00	1	15
		55/9	00	3	18
लक्कावरपुकोटा	मालापल्लि	232/13	00	04	21
		236/10	00	00	77
		236/13	00	00	37
		236/11	00	04	65
		236/12	00	04	87
		236/19	00	04	88
		235	00	10	49

[फा. सं. आर-11025(11)/252/2017-ओआर-1/ई-21033]

पवन कुमार, अवर सचिव

New Delhi, the 26th July, 2018

**S.O. 1142.**—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in the state of Andhra Pradesh a pipeline should be laid for implementing Paradip-Hyderabad Pipeline Project under Paradip-Hyderabad Pipeline by the Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub Section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said schedule, may submit objection in writing to Shri. M. R. R. Seshu, Competent Authority (Andhra Pradesh), Indian Oil Corporation Limited (Pipelines Division), Paradip Hyderabad Pipeline Project, 4<sup>th</sup> floor, LIC Annexe Building, Thikkana (Diamond Park) Road, Near RTC Complex, Visakhapatnam - 530004 within twenty one (21) days from the date on which the copies of this notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

## SCHEDULE

DISTRICT : VIZIANAGARAM			STATE : ANDHRA PRADESH		
MANDAL	VILLAGE	SURVEY NO.	AREA		
			Hectare	Are	Sq. Mt.
(1)	(2)	(3)	(4)	(5)	(6)
CHIPURUPALLE	PATTIKAYAVALLASA	166/3	00	03	64
		166/5	00	02	12
		166/1	00	01	15
CHIPURUPALLE	PALAVALLASA	68/1	00	06	94
		55/16	00	1	16
		55/17	00	1	47
		54/5	00	0	20
		54/3	00	4	8
		67/16	00	0	14
		53/1	00	3	81
		53/2	00	1	24
		53/3	00	1	78
		69/1	00	1	69
		69/2	00	1	70
		69/3	00	1	42
		69/4	00	1	22
		69/5	00	2	56
		69/6	00	0	17
		68/3	00	2	7
		68/4	00	5	1
		55/8	00	1	15
		55/9	00	3	18
LAKKAVARAPUKOTA	MARLAPALLI	232/13	00	04	21
		236/10	00	00	77
		236/13	00	00	37
		236/11	00	04	65
		236/12	00	04	87
		236/19	00	04	88
		235	00	10	49

[F. No. R-11025(11)/252/2017-OR-I/E-21033]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 जुलाई, 2018

**का.आ. 1143.**—केंद्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में पेट्रोलियम उत्पादों के परिवहन के लिए पारादीप- हैदराबाद पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइप लाइन बिछाई जानी चाहिए;

और केंद्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केंद्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस (21) दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबंध में श्री एम. आर. आर. शेणु, सक्षम प्राधिकारी (आंध्र प्रदेश), इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), पारादीप-हैदराबाद पाइपलाइन परियोजना, चौथी मंजिल, एल.आई.सी. एनेक्सी भवन, थिक्कना (डायमंड पार्क) रोड, आर. टी. सी. कॉम्प्लेक्स के पास, विशाखापटनम - 530004, आंध्र प्रदेश राज्य को लिखित रूप से आक्षेप भेज सकेगा।

**अनुसूची**

जिला: श्रीकाकुलम			राज्य: आंध्र प्रदेश		
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
पलासा	ईदुरापल्लि	35/8	00	00	31
		35/9	00	02	24
		33/22	00	01	19
		35/15B	00	05	21
		33/23	00	01	63
		33/24	00	01	04
		33/27	00	01	01
		35/15D	00	00	07
		35/15E	00	01	32
		33/30	00	01	98
		33/29	00	00	44
		35/22	00	00	21
		35/26	00	01	81
		35/25	00	00	10
		35/27	00	01	47
		35/28	00	00	67
		34	00	17	17
		39/6	00	05	29
		39/5	00	02	92
		39/8	00	00	21

		39/7	00	01	20
		39/15	00	02	89
		38/4	00	06	22
पलासा	मोदुगुलापुट्टि	39	00	00	28
		40	00	41	70
		38	00	40	70
		43	00	03	60
		12	00	12	55
		44	00	14	61
		35	00	09	96
टेक्कलि	राविवलासा	171/12	00	03	75
		171/8	00	01	06
		171/16	00	03	10
		177/1	00	04	42
		177/5	00	02	00
		180/1	00	00	95
		180/2	00	06	01
		178/18	00	00	17
		179/4	00	00	78
		178/16	00	00	10
		178/14	00	01	01
		179/2	00	00	71
		179/6	00	00	10
		179/1	00	03	49
		104/2	00	01	07
		104/8A	00	03	12
टेक्कलि	परशुरामपुरम	118/9	00	01	17
		119/1B	00	13	78
		120/2	00	01	41
		118/6	00	00	96
कोटाबोम्मालि	जियान्नापेटा	120/17	00	09	65
नरासन्नापेटा	उल्मि	38/3	00	08	98
		30/3	00	28	53
		207/1	00	05	32
		206/3	00	11	01
		207/3	00	00	43
		205	00	10	21

[फा. सं. आर-11025(11)/252/2017-ओआर-I/ई-21033]

पवन कुमार, अवर सचिव

New Delhi, the 26th July, 2018

**S.O. 1143.**—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in the state of Andhra Pradesh a pipeline should be laid for implementing Paradip-Hyderabad Pipeline Project under Paradip-Hyderabad Pipeline by the Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub Section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said schedule, may submit objection in writing to Shri. M. R. R. Seshu, Competent Authority (Andhra Pradesh), Indian Oil Corporation Limited (Pipelines Division), Paradip Hyderabad Pipeline Project, 4<sup>th</sup> floor, LIC Annexe Building, Thikkana (Diamond Park) Road, Near RTC Complex, Visakhapatnam - 530004 within twenty one (21) days from the date on which the copies of this notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

#### SCHEDULE

DISTRICT : SRIKAKULAM			STATE : ANDHRA PRADESH		
MANDAL	VILLAGE	SURVEY NO.	AREA		
			Hectare	Are	Sq. Mt.
(1)	(2)	(3)	(4)	(5)	(6)
PALASA	IDURAPALLI	35/8	00	00	31
		35/9	00	02	24
		33/22	00	01	19
		35/15B	00	05	21
		33/23	00	01	63
		33/24	00	01	04
		33/27	00	01	01
		35/15D	00	00	07
		35/15E	00	01	32
		33/30	00	01	98
		33/29	00	00	44
		35/22	00	00	21
		35/26	00	01	81
		35/25	00	00	10
		35/27	00	01	47
		35/28	00	00	67
		34	00	17	17
		39/6	00	05	29
		39/5	00	02	92
		39/8	00	00	21
		39/7	00	01	20



		39/15	00	02	89
		38/4	00	06	22
PALASA	MODUGULAPUTTI	39	00	00	28
		40	00	41	70
		38	00	40	70
		43	00	03	60
		12	00	12	55
		44	00	14	61
		35	00	09	96
TEKKALI	RAVIVALASA	171/12	00	03	75
		171/8	00	01	06
		171/16	00	03	10
		177/1	00	04	42
		177/5	00	02	00
		180/1	00	00	95
		180/2	00	06	01
		178/18	00	00	17
		179/4	00	00	78
		178/16	00	00	10
		178/14	00	01	01
		179/2	00	00	71
		179/6	00	00	10
		179/1	00	03	49
		104/2	00	01	07
		104/8A	00	03	12
TEKKALI	PARSURAMPURAM	118/9	00	01	17
		119/1B	00	13	78
		120/2	00	01	41
		118/6	00	00	96
KOTABOMMALI	JIYAANNAPETA	120/17	00	09	65
NARSANNAPETA	URLAM	38/3	00	08	98
		30/3	00	28	53
		207/1	00	05	32
		206/3	00	11	01
		207/3	00	00	43
		205	00	10	21

नई दिल्ली, 26 जुलाई, 2018

**का.आ. 1144.**—केंद्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में पेट्रोलियम उत्पादों के परिवहन के लिए पारादीप-हैदराबाद पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइप लाइन बिछाई जानी चाहिए;

और केंद्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केंद्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस (21) दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबंध में श्री एम. आर. आर. शेणु, सक्षम प्राधिकारी आंध्र प्रदेश, इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), पारादीप-हैदराबाद पाइपलाइन परियोजना, चौथी मंजिल, एल.आई.सी. एनेक्सी भवन, थिक्कना (डायमंड पार्क) रोड, आर. टी. सी. कॉम्प्लेक्स के पास, विशाखापटनम - 530004, आंध्र प्रदेश राज्य को लिखित रूप से आक्षेप भेज सकेगा।

## अनुसूची

जिला: विशाखापटनम			राज्य: आंध्र प्रदेश		
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
मुनगापाका	टी.सिरसपल्ली	50	00	30	25
		52	00	01	40
		76	00	29	21
		75	00	17	95
		78	00	03	97
		79	00	00	57
मुनगापाका	काकरपल्ली	184	00	35	55
		186	00	00	49
		185	00	79	97
		192	00	13	84
		194	00	07	59
		193	00	29	58
		198	00	13	96
		197	00	15	92
		204	00	46	57

		206	00	44	26
		210	00	20	52
		211	00	40	87
मुनगापाका	नागावरम	206	00	23	21
पायाकरावुपेटा	अरटलाकोटा	92/3	00	09	63
		107	00	19	95
		92/4	00	16	16

[फा. सं. आर-11025(11)/252/2017-ओआर-I/ई-21033]

पवन कुमार, अवर सचिव

New Delhi, the 26th July, 2018

**S.O. 1144.**—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in the state of Andhra Pradesh a pipeline should be laid for implementing Paradip-Hyderabad Pipeline Project under Paradip-Hyderabad Pipeline by the Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub Section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said schedule, may submit objection in writing to Shri. M. R. R. Seshu, Competent Authority (Andhra Pradesh), Indian Oil Corporation Limited (Pipelines Division), Paradip Hyderabad Pipeline Project, 4<sup>th</sup> floor, LIC Annexe Building, Thikkana (Diamond Park) Road, Near RTC Complex, Visakhapatnam - 530004 within twenty one (21) days from the date on which the copies of this notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

**SCHEDULE**

DISTRICT : VISAKHAPATNAM			STATE : ANDHRA PRADESH		
MANDAL	VILLAGE	SURVEY NO.	AREA		
			Hectare	Are	Sq. Mt.
(1)	(2)	(3)	(4)	(5)	(6)
MUNAGAPAKA	T.SIRASAPALLI	50	00	30	25
		52	00	01	40
		76	00	29	21
		75	00	17	95
		78	00	03	97
		79	00	00	57
MUNAGAPAKA	KAKARAPALLI	184	00	35	55
		186	00	00	49
		185	00	79	97
		192	00	13	84
		194	00	07	59

		193	00	29	58
		198	00	13	96
		197	00	15	92
		204	00	46	57
		206	00	44	26
		210	00	20	52
		211	00	40	87
MUNAGAPAKA	NAGAVARAM	206	00	23	21
PAYAKARAOPETA	ARATLAKOTA	92/3	00	09	63
		107	00	19	95
		92/4	00	16	16

[F. No. R-11025(11)/252/2017-OR-I/E-21033]

PAWAN KUMAR, Under Secy.

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 24 जुलाई, 2018

**का.आ. 1145.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स वेस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 08/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.07.2018 को प्राप्त हुआ था।

[सं. एल-22012/377/2007-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 24th July, 2018

**S.O. 1145.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of M/s. Western Coalfield Ltd., and their workmen, received by the Central Government on 23.07.2018.

[No. L-22012/377/2007-IR (CM-II)]

RAJENDER SINGH, Section Officer

**ANNEXURE****BEFORE SHRI S. S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT/NGP/08/2009**

Date: 01.06.2018

**Party No. 1** : The Sub Area Manager,  
Kolar Pimpri O/c Mine of WCL,  
At Pimpri, Post: Bhalar,  
Tehsil: Wani, Yavatmal (M.S.).

**Versus**

**Party No. 2** : The Secretary,  
Rashtriya Koyala Khadaan Mazdoor  
Sangh (INTUC), Branch Kolarpimpri  
Open Case, PO: Bhalar,  
Tehsil: Wani, Yavatmal (M.S.).

### AWARD

(Dated: 01<sup>st</sup> June, 2018)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Suhas Dhanfule through the union, Rashtriya Koyala Khadaan Mazdoor Sangh (INTUC) for adjudication, as per letter **No.L-22012/377/2007-IR (CM-II) dated 18.02.2009**, with the following schedule:—

**"Whether the demand of Rashtriya Koyla Khadaan Mazdoor Sangh (INTUC) for promotion/regularization of Shri Suhas Dhanfule in the post of Pit Supervisor is legal and justified? To what relief is the workman concerned entitled?"**

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Suhas Dhanfule ("the workman" in short), filed the statement of claim and the management of WCL ("Party No. 1" in short) filed their written statement.
3. The case of the workman was that, he was initially appointed as apprentice on 30.10.1981 and then he was promoted as General Mazdoor, Turner Helper, Dozer Operator, Shovel Operator and finally he was promoted as Pit Supervisor. Mines Manager, Kolar Pimpri O/c authorized him on 28.05.1996 as a Pit Supervisor and he worked for 240 days in every calendar year.
4. According to the workman, management of WCL and workers' union came into a settlement on 02.11.1992 to regularize the workman as Pit Supervisor. It was also settled that, those workmen put in 190 days of attendance below ground and 240 days of attendance at surface in a post, they shall be regularized in the said post in respect of availability of sanctioned post.
5. On 01.01.1997, post of Pit Supervisor had been abolished. He also asserted that, two persons namely, Ratan Singh and O.P. Sharma had been working as Pit Supervisor, so contention of the management that post of Pit Supervisor had been abolished is not tenable, so, he prayed that, the workman, Suhas Dhanfule as Pit Supervisor is entitled for all claims regarding to pay as per NCWA-VI, VII and VIII and onwards and also prayed for protection of wages from 01.01.1997.
6. Management by filing its written statement takes a plea for delay 10 to 12 years. So according to the management this reference is not maintainable. They also took a plea that workman was promoted and placed as Shovel Operator category I in excavation cadre and receiving corresponding wage. They also take a plea that workman never represented for regularisation as a Pit Supervisor till raising the dispute by the union. Management also asserted that workman accepted this S.L.U. without any protest or grievance. He was again granted S.L.P. on/from 22.01.2012 which has been accepted by him. According to the management he was working as Shovel Operator from last 18 years. At that time Mr. H.S. Laguri was manager. Management also takes plea that said authorization neither removed nor issued fresh by other six managers.
7. According to the management workman had not assumed charge as Pit Supervisor nor received any payment against it. They also asserted that workman was not sufficient and adequate qualification for this post. There is no necessity to appoint any Pit Supervisor in such mines because other statutory personnel like manager, assistant manager, overmen and Mining Sirdar to look after safety aspect. While abolishing the post of Pit Supervisor this must have been take consideration.
8. According to the management merely existence of post in JBCCI –booklet/circular does not mean that all these posts should be compulsorily operated in respective of the fact as to whether are essentially required. Management on para-wise reply admitted para no.3 of the statement of claim and para no. 4 to 6 of the statement of claim is answered as matter of record in the written statement. Para no. 11 of the statement of claim was partly admitted. Rest of the fact was denied. According to the management concern authorization is doubtful so workman is not entitled for regularisation. They also asserted that the post of Pit Supervisor was in a lower wage scale than that of Shovel Operator.
9. According to the management workman is not entitled for either regularisation or wage fixation. Workman is not entitled for any relief. Management prayed that Tribunal may decide the reference in their favour.
10. Rejoinder was filed by the workman by asserting all material facts which were mentioned statement of claim. According to the workman management had informed the union that the post of Pit Supervisor was abolished and

management was not agreed with the demand of union. According to the workman two other persons namely Shri Ratan Singh and Shri O.P. Sharma were promoted as Pit Supervisor. Even then they were neither authorized to work as Pit Supervisor nor there any agreed cadre scheme for Pit Supervisor. According to the workman management took dual stand. According to the workman he has not submitted any formal joining report on his upgradation to the special category in excavation cadre granted him in the year 2002. He also asserted that he shall be granted one increment which was known as service link increment. He also asserted that manager of the mines have not withdrawn the authorization given to the workman and the workman was performing the function of Pit Supervisor with full knowledge of manager mines.

11. According to the workman post of Pit Supervisor was prescribed in NCWA I to IX which was issued by the member of secretary of JBCCI. According to the workman settlement dated 02.11.1992 was still hold good because same has not been replaced by any other settlement. So they pray for rejection of management prayer.

## 12. POINT OF DETERMINATION

- i. Whether the workman is entitled for the promotion/regularisation in the post of Pit Supervisor.
- ii. Order of the management is legal and justified.
- iii. What relief is the workman entitled for.

### Reasons for Determination

13. On behalf of workman, he relied on case laws of LIC of India Vs. D.J. Bahadur AIR 1980 Supreme Court 2181 and KSRTC Vs. KSRTC Staff & Workers Federation and Another (1999) 2 Supreme Court Cases 687, in which, it was held that – “Award or Settlement –Notice of termination – Effect- Award or settlement continues to regulate relations between parties till replaced by new one”.

14. On the basis of above case laws it was argued by the union that, Tripartite Settlement arrived between management of WCL (HQ) Nagpur and Rastriya Koyla Khadaan Mazdoor Sangh (INTUC) dated 02.11.1992 was asserted/stated that “management will convent all pending cases of such PR workers .....they have worked in T.R./M.R. category/grade.” In the settlement it was also mentioned that – “The management shall regularize service of such casual/badli employee -- ----have put in 190/240 days attendance in any calendar year shall be regularized in their respective category/grade w.e.f. 1<sup>st</sup> January of the following calendar year i.r.o. vacancies”.

15. This settlement was admitted by the representative for the management on 15.03.2018, so it is marked as Exhibit W-XIII, but the contents of this document has not been proved in court statement. Writer of this settlement or executor of this settlement has been examined by any party, but it shows that, such type of settlement has taken place on 02.11.1992, so it is impossible to hold that, this fact is proved in legal sense, so this settlement is not declared legal, fair and justified.

16. On behalf of the workman, Suhas R. Dhanfule (workman himself), Madhukar as PW1 and Rushi as PW3 were examined. On the contrary, on behalf of the management, Prabhakar Baliram (MW1) and Sudhir Mehta (MW2) were examined in support of their respective statement of claim and written statement. Now we discuss argument of workman with regard to their evidence. Documents filed by the workman were admitted by the management’s representative, so, these are marked as Exhibit W-I to W-IX. Exhibit W-X to W-XII marked on affidavit produced on behalf of the workman. Two other documents namely, settlement deed dated 02.11.1992 and authorization letter dated 28.05.1996 have been marked as Exhibit W-XIII and W-XIV by the admission of the representative for the management.

17. The workman, Suhas Dhanfule gave his evidence in support of his contention. It is asserted that, he was working in WCL from 30.10.1981 as a regular employee. He was authorized by Mines Manager on 28.05.1996 under Coal Mines Regulations as a Pit Supervisor. This fact was supported by the workman’s witness, Madhukar (PW-2) and Rushi (PW-3), but they admitted in the cross-examination that, they did not see the order of authorization as a Pit Supervisor, but this fact was also supported by management’s witness, MW-1, Shri Prabhakar Baliram in the chief examination as well as in the cross-examination. Now, we want to see the evidence of the management.

18. Sudhir Mehta was examined as a management’s witness no. 2. He asserted that, workman was Shovel Operator. He did not work as Pit Supervisor. He also admitted that, he did not file any record to show that, the workman came on transfer with his own request. This witness was Mine Manager in open cast mines from 09.02.2014 to 02.11.2017, but he did not cancel authorization letter, Exhibit W-IV and W-XIV. He also identified that, Mr. S.H. Laghori was Mines Manager on 28.05.1996. At that time, he was not posted at Kolar Pimpri Open Cast Mines. He also admitted that, he gave statement for the information of other persons. He asserted that, workman was engaged on the job of Dozer maintenance, but according to him, this work was supervised by Excavation Engineer.

19. On the perusal of this evidence, it appears that, both witnesses of management, Mr. Prabhakar Baliram and Sudhir Mehta gave contradictory statement regarding work of the workman. I want to look some other document filed by the workman dated 14.03.1993 and 19/20.05.1997, which are marked as Court document, C-1 and C-2, in which it was

shown that, post of supervisor was banned by the management on 20.05.1997, but they promoted two other persons namely, Shri Ratan Singh and O.P. Sharma to the post of Pit Supervisor on 14.03.1998. Document, Exhibit W-VIII dated 20.05.1997 shows that, workman was engaged in Control Room by document W-VII and document W-IX shows that, JBCCI No. VII dated 16.11.2005 mentioned the post of the Pit Supervisor.

20. After analysis of all documentary and oral evidence, it shows that, management did not file original document or reliable document, which shows that, actually workman worked on particular post i.e. Pit Supervisor or Shovel Operator. In this point, management's evidence is contradictory, but after close scrutiny of the documents, it shows that, on 26.05.1996, management authorized the workman on the post of Pit Supervisor. It also appears that, at that time, Mr. S.H. Laghori was the Mines Manager, but promotional channel shows that, workman was working as a Shovel Operator. He was also given benefit as well as posting and wages to the post of Shovel Operator. It is also appears that, post of Pit Supervisor was in existence on 28.05.1996 and some other worker also namely, Shri Ratan Singh and O.P. Sharma at Padampur Mines of Chandrapur were promoted on 14.03.1998 as Pit Supervisor. So, on parity, in my opinion, on 01.01.1998 workman was entitled to the post of Pit Supervisor.

21. Case Law – Keshav Vs. Western Coalfields W.P. No. 476/2014, Hon'ble High Court at Nagpur Bench, order dated 21.04.2014 held that, "The petitioner will get benefit of pay protection in terms of Section 47 of Persons with Disabilities (Equal opportunities, Protection of Rights and Full Participation) Act, 1995 for a period of commencing from the date, three years prior to the filing of the respective petitions".

22. Workman in his court statement stated that, he was working as a Pit Supervisor from 28.05.1996 continuously, but management did not produce any evidence contrary to the workman's evidence. On the contrary, management's witness, Sudhir Mehta, Mines Manager, Kolar Pimpri O/c Mines admitted that, he has no detail knowledge about the absenteeism of the workman. It shows that, statement of workman appears to be true that, he worked 240 days/190 days in this mine as a Pit Supervisor.

23. I also observed that, workman failed to prove the terms and conditions of the settlement deed, so he is not entitled that deed declare legal, fair and justified. On going the above discussion, in my opinion, workman is entitled to be regularized for the post of Pit Supervisor from 01.01.1998 on the basis of parity of two workers of WCL post at Padampur O/c Mines namely, (i) Ratan Singh & (ii) O.P. Sharma. The workman is also entitled for protection of wages and other financial benefits on the same parity of above two workers from last three years from the filing of statement of claim (In the this case statement of claim was filed on 05.12.2011). On the contrary workman gave up his financial benefit up to 01.01.2013 (Para No. 9 of his evidence on affidavit). So, in my opinion, the workman is entitled for financial benefit as regard to wages from 01.01.2013 on the line of parity of above workers. Hence, it is ordered that:-

### **ORDER**

**The demand of Rashtriya Koyla Khadaan Mazdoor Sangh (INTUC) for promotion/regularization of Shri Suhas Dhanfule in the post of Pit Supervisor from 01.01.1998 is legal and justified, on the basis of parity of above two workers of WCL. He is entitled for wage protection on the same line of parity from 01.01.2013. He is not entitled to any other relief.**

S. S. GARG, Presiding Officer

नई दिल्ली, 24 जुलाई, 2018

**का.आ. 1146.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स वेस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 44/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.07.2018 को प्राप्त हुआ था।

[ सं. एल-22012/62/2009-आईआर (सीएम-II) ]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 24th July, 2018

**S.O. 1146.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur, as shown in the Annexure, in the industrial dispute between the management of M/s. Western Coalfield Ltd. and their workmen, received by the Central Government on 23.07.2018.

[F. No. L-22012/62/2009-IR (CM-II)]

RAJENDER SINGH, Section Officer

**ANNEXURE****BEFORE SHRI SHYAM SUNDAR GARG, PRESIDING OFFICER, CGIT-CUM-LABOURT COURT,  
NAGPUR****Case No.CGIT/NGP/44/2009**

Date: 27.06.2018

**Party No. 1** : The Chairman-cum-Managing Director,  
Western Coalfields Ltd., Coal Estate,  
Civil Lines, Nagpur-440 001.

The Sub Area Manager,  
Western Coalfields Ltd., Silewara,  
PO: Silewara, Nagpur.

**Versus**

**Party No. 2** : The General Secretary,  
Rashtriya Koyla Khadaan Mazdoor Sangh (INTUC),  
604-Giripeth, Nagpur.

**AWARD**

(Dated : 27th June, 2018)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited and their workmen (As per list enclosed), for adjudication, as per letter **No.L-22012/62/2009-IR (CM-II) dated 16.02.2010**, with the following schedule:-

**"Whether the action of the management of M/s WCL in dismissing their 10 workmen (as per list enclosed) is legal and justified? To what relief are these workmen concerned entitled?"**

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the union, Rashtriya Koyla khadaan Mazdoor Sangh(INTUC),("the union" in short) filed a joint statement of claim on behalf of all the ten workmen and the management of Western Coalfields Limited ("party no.1" in short) filed the written statement.

It is necessary to mention here that this reference has been made in respect of ten workmen including one Harun Rasid. However, the Central Government vide letter no. L-22012/66/2009-IR(CM-II) dated 25.03.2010 had referred the case of Harun Rasid for adjudication to this Tribunal, basing on which, case No. CGIT/NGP/01/2010 had been registered and after adjudication of the dispute, award had been passed in the said case on 21.10.2013. In this reference, no statement of claim has been filed by Harun Rasid. So, there is no need to consider the case of workman, Harun Rasid.

It is further necessary to mention here that the union filed a joint statement of claim on behalf of the rest nine workmen, but the party No.1 filed an application to direct the union to file separate statement of claims and documents for each workman and after hearing the parties, by order dated 08.09.2010, the union was directed to file individual statement of claim and related documents for each workman separately and accordingly, the union filed separate statement of claims individually for each workman. For better appreciation, the cases of the workmen presented in the statement of claims are mentioned separately.

**Case of workman, Najimuddin Siddiqui.**

The case of the workman, Najimuddin Siddiqui as presented by the union is that the workman was initially appointed on 28.09.1974 as a mazdoor at Walni Coal Mines and he was performing the duties of Mining sirdar till the date of his dismissal from service and his past service record was clean and unblemished and he was lastly posted at A.B. incline and the Superintendent of Mines/Manager of A.B.Incline issued a charge sheet against the workman on 24.09.2006 under clauses 26.1 and 26.22 of the certified Standing orders of WCL on the allegation of his claiming false and forged medical bills for reimbursement amounting to Rs.5016.18 P and in the said charge sheet, it was also mentioned that from the preliminary enquiry of the medical reimbursement bill, the following irregularities were noticed:—

- (i) The reimbursement form was not registered in the reimbursement register and no number was allotted.
- (ii) Prescriptions of medicines by any doctor were not mentioned in the bill.



- (iii) The prescription was not supported with “non availability of medicine” certificate by any of the Pharmacists of the hospital.
- (iv) The signatures of the doctor on the backside of the medical bills were forged.
- (v) The medical stores from which the medical bill/cash memo was obtained was not in existence.

and the workman was placed under suspension w.e.f. 15.09.2006 and the workman by his representation dated 07.10.2006, requested the Superintendent of Mines/Manager, A.B.Incline to supply him the copies of the medical reimbursement form as well as medical bills and prescription of the bills etc, so as to enable him to submit suitable reply, but the said documents were not supplied to him and by order dated 13/14.10.2006, the workman was informed by the party No.1 of holding of the departmental enquiry to enquire into the charges levelled against him and party no.1 appointed Shri G.S.Dukare as the Enquiry officer and the workman participated in the enquiry along with his co-worker and the enquiry was held in seven sittings and concluded on 08.02.2007 and by communication dated 02/03. 04.2007 by way of second show cause notice, the workman was informed that the charges levelled against him were found to have been proved by the Enquiry Officer and he was asked to submit his reply within three days of receipt of the said notice, but the copy of the report of the Enquiry Officer was not supplied to the workman along with the said notice and the workman submitted his reply to the second show cause notice on 07.04.2007 and denied of claiming of any medical reimbursement bill or signing the same or receiving of any amount of reimbursement and he also requested to change the Enquiry Officer as he was denying reasonable opportunity to him and violating the principles of natural justice and the workman in the last sitting of the enquiry, requested the Enquiry Officer to get the signatures on the medical reimbursement bill to be verified by a handwriting expert and also produced documents containing his admitted signatures, but the Enquiry Officer rejected his demand and closed the enquiry stating that the cashier of the Colliery, who made payment of the amount of reimbursement of medical bills was examined as a witness in the enquiry and proved the amount of Rs.5417.81 to the workman towards reimbursement bill and by order dated 01/02.02.2008 of the Superintendent of Mines/Manager, A.B.Incline, the workman was dismissed from services forthwith.

It is further pleaded by the union that the charges levelled against the workman are vague and not specific and documents regarding the reimbursement bills were not supplied to the workman alongwith the charge sheet or even after giving of the application dated 07.10.2006 by the workman and the departmental enquiry was not conducted by the enquiry Officer in accordance with the normal procedure of departmental enquiries and the Enquiry Officer did not explain the procedure to be followed in the enquiry to the workman, as there is no laid down procedure of the departmental inquiry in the certified Standing Orders and the Enquiry Officer did not direct the management representative to supply the workman, the list of witnesses and the copies of the documents relied on by the party no.1 to prove the charges against the workman and the defence statement of the workman was not recorded by the Enquiry Officer and the enquiry was all of a sudden concluded on 08.02.2007 and the workman was denied reasonable opportunity in the departmental enquiry and the Enquiry Officer was not conversant with the procedures and practices of the departmental enquiry and the departmental enquiry was concluded by him in a haste only to please his superiors and the findings of the Enquiry Officer are not based on the proceedings of the departmental enquiry and are perverse and as the copy of the enquiry report was not supplied to the workman alongwith the show cause notice, he was denied reasonable opportunity to defend himself effectively and the reply of the workman and his past clean and unblemished service records were not considered by the disciplinary authority, while passing the order of punishment against the workman and the dismissal of the workman from services w.e.f. illegal, unlawful and unjustified and the workman is entitled for reinstatement in service, full back wages and all other consequential benefits.

#### **Case of workman, Ashok Kumar Singh.**

The case of the workman, Ashok Kumar Singh as presented by the union is that the workman was initially appointed on 19.08.1980 as miscellaneous mazdoor in category I and he was selected as semi Clerk/clerk Grade III in the year 1989 and was subsequently promoted to clerk grade II and lastly to Clerk Grade I, on account of his able, efficient and loyal services and his service record was clean and unblemished and while he was working at Walni Hospital, charge sheet dated 11.06.2006 under clauses 26.1 and 26.22 of the certified Standing orders of WCL was issued against him on the allegation that he received payment against reimbursement of medicines for his wife and he was also placed under suspension w.e.f.13.06.2006 and the workman submitted his reply to the charge sheet on 15.06.2006 and a departmental enquiry was ordered to be conducted against him and Shri G.S.Dukare was appointed as the Enquiry Officer to conduct the enquiry and the Enquiry Officer conducted the enquiry from 28.04.2007 and concluded the enquiry in 11 sittings including the last sitting held on 18.08.2007 and the workman participated in the enquiry along with his co-worker and after conclusion of the enquiry, the workman was issued with a show cause notice on 19/20.04.2007, to which, he submitted his reply on 18.10.2007 and by communication dated 01.02.2008, the S.A.M., Silewara Sub Area, WCL dismissed the workman from service and the workman filed an appeal on 18.02.2008 against the order of punishment, but his appeal was dismissed by the Appellate Authority without passing any reasoned order.

The union has further pleaded on behalf of the workman that the Sub Area Manager, Silewara Sub Area was not the competent authority to submit the charge sheet and it was the medical Officer In charge of the hospital, where the

workman was working was the competent authority to submit the charge sheet, so the charge sheet submitted against the workman by the Sub Area Manager is void, ultra virus and not maintainable and the enquiry Officer was not convergent with the procedures of the departmental enquiry and at the beginning of the departmental enquiry, the Enquiry Officer did not lay down any procedure about holding of the departmental enquiry and the same was required in absence of any laid down procedure as to how a departmental enquiry is to be conducted in the certified Standing orders and the workman was not afforded a reasonable and fair opportunity in the enquiry and the Enquiry Officer did not direct the management representative to supply the workman, the list of witnesses and the copies of the documents relied on by the party no.1 to prove the charges against the workman and the defence statement of the workman was not recorded by the Enquiry Officer and the original medical bills and prescriptions etc. were not produced by the management representative in the enquiry and the copy of the preliminary enquiry conducted by the management, before initiation of the departmental enquiry was not supplied to the workman inspite of the order passed by the Enquiry Officer and the workman in the last sitting of the departmental enquiry agreed to refund the amount of Rs. 2,673.08 under protest and the management representative did not object to the same and inspite of the order of the Enquiry Officer, the Complainant was not produced by the management representative for his examination as a witness and the Enquiry Officer failed to conduct the enquiry impartially and while imposing the harsh and totally disproportionate punishment on the workman by way of his dismissal from service, his past clean and unblemished service records were not considered by the disciplinary authority, and the workman is entitled for reinstatement in service, full back wages and all other consequential benefits.

**Case of workman, Saijuddin.**

The case of the workman, Saijuddin as presented by the union is that the workman was initially appointed on 18.02.1988 as a loader at Silewara colliery and subsequently he was transferred to AB Incline of Nagpur Area where he was working till his dismissal and charge sheet dated 06.08.2005 under clauses 26.1 and 26.22 of the certified Standing orders of WCL was issued against him and he was also placed under suspension w.e.f.07.08.2005 and the workman submitted his reply to the charge sheet on 07.08.2005 and a departmental enquiry was ordered to be conducted against him and Shri G.S.Dukare was appointed as the Enquiry Officer to conduct the enquiry and the Enquiry Officer conducted the enquiry and the workman participated in the enquiry along with his co-worker and after conclusion of the enquiry, the Enquiry Officer submitted his report to the disciplinary Authority and the workman was issued with a show cause notice on 19.08.2006, but the copy of the report of the Enquiry Officer was not supplied to the workman along with the said notice and the workman submitted his reply on 22.08.2006 and by communication dated 02.02.2008, the workman was dismissed from service and the workman filed an appeal on 11.02.2008 against the order of punishment, but his appeal was dismissed by the Appellate Authority without passing any reasoned order.

The union has further pleaded on behalf of the workman that the Enquiry Officer was not convergent with the procedures of the departmental enquiry and at the beginning of the departmental enquiry, the Enquiry Officer did not lay down any procedure about holding of the departmental enquiry and the same was required in absence of any laid down procedure as to how a departmental enquiry is to be conducted in the certified Standing orders and the workman was not afforded a reasonable and fair opportunity in the enquiry and the Enquiry Officer did not direct the management representative to supply the workman, the list of witnesses and the copies of the documents relied on by the party no.1 to prove the charges against the workman and the defence statement of the workman was not recorded by the Enquiry Officer and the original medical bills and prescriptions etc. were not produced by the management representative in the enquiry and the copy of the preliminary enquiry conducted by the management, before initiation of the departmental enquiry was not supplied to the workman inspite of the order passed by the Enquiry Officer and inspite of the order of the Enquiry Officer, the Complainant was not produced by the management representative for his examination as a witness and the Enquiry Officer failed to conduct the enquiry impartially and while imposing the harsh and totally disproportionate punishment on the workman by way of his dismissal from service, his past clean and unblemished service records were not considered by the disciplinary authority, and the workman is entitled for reinstatement in service, full back wages and all other consequential benefits.

**Case of workman, Namoon Ahmed.**

The case of the workman, Namood Ahmed as presented by the union is that the workman was initially appointed in 1984 as a loader at Pipla colliery and he was selected as SDI operator and subsequently in 2003, he was transferred to AB Incline and charge sheet dated 24.09.2006 under clauses 26.1 and 26.22 of the certified Standing orders of WCL was issued against him and he was also placed under suspension and the workman submitted his reply to the charge sheet on 28.07.2006 and a departmental enquiry was ordered to be conducted against him and Shri G.S.Dukare was appointed as the Enquiry Officer to conduct the enquiry and the Enquiry Officer conducted the enquiry in nine sittings beginning from 16.10.2006 to 08.02.2007 and the workman participated in the enquiry along with his co-worker and after conclusion of the enquiry, the Enquiry Officer submitted his report to the disciplinary Authority and the workman was issued with a show cause notice on 02/03.04.2007, but the copy of the report of the Enquiry Officer was not supplied to the workman along with the said notice and the workman submitted his reply on 19.04.2007 and by communication dated 02.02.2008,

the workman was dismissed from service and the workman filed an appeal against the order of punishment, but his appeal was dismissed by the Appellate Authority without passing any reasoned order.

The union has further pleaded on behalf of the workman that the enquiry Officer was not convergent with the procedures of the departmental enquiry and at the beginning of the departmental enquiry, the Enquiry Officer did not lay down any procedure about holding of the departmental enquiry and the same was required in absence of any laid down procedure as to how a departmental enquiry is to be conducted in the certified Standing orders and the workman was not afforded a reasonable and fair opportunity in the enquiry and the Enquiry Officer did not direct the management representative to supply the workman, the list of witnesses and the copies of the documents relied on by the party no.1 to prove the charges against the workman and the defence statement of the workman was not recorded by the Enquiry Officer and the original medical bills and prescriptions etc. were not produced by the management representative in the enquiry and the copy of the preliminary enquiry conducted by the management, before initiation of the departmental enquiry was not supplied to the workman inspite of the order passed by the Enquiry Officer and inspite of the order of the Enquiry Officer, the Complainant was not produced by the management representative for his examination as a witness and the Enquiry Officer failed to conduct the enquiry impartially and while imposing the harsh and totally disproportionate punishment on the workman by way of his dismissal from service, his past clean and unblemished service records were not considered by the disciplinary authority, and the workman is entitled for reinstatement in service, full back wages and all other consequential benefits.

#### **Case of workman, Lalmohan Vishwanath.**

The case of the workman, Lalmohan Vishwanath as presented by the union is that the workman was initially appointed in 1984 as a Time rate worker at Walnu colliery and subsequently, he was given the job of Belt Operator and subsequently, he was transferred to AB Incline and charge sheet dated 24.09.2006 under clauses 26.1 and 26.22 of the certified Standing orders of WCL was issued against him and the workman submitted his reply to the charge sheet on 28.09.2006 and a departmental enquiry was ordered to be conducted against him and Shri G.S.Dukare was appointed as the Enquiry Officer to conduct the enquiry and the Enquiry Officer conducted the enquiry in nine sittings beginning from 16.10.2006 to 09.08.2007 and the workman participated in the enquiry along with his co-worker and after conclusion of the enquiry, the Enquiry Officer submitted his report to the disciplinary Authority and the workman was issued with a show cause notice on 18.02.2007, but the copy of the report of the Enquiry Officer was not supplied to the workman along with the said notice and the workman submitted his reply on 06.04.2007 and by communication dated 02.02.2008, the workman was dismissed from service and the workman filed an appeal against the order of punishment on 11.02.2008, but his appeal was dismissed by the Appellate Authority without passing any reasoned order.

The union has further pleaded on behalf of the workman that the enquiry Officer was not convergent with the procedures of the departmental enquiry and at the beginning of the departmental enquiry, the Enquiry Officer did not lay down any procedure about holding of the departmental enquiry and the same was required in absence of any laid down procedure as to how a departmental enquiry is to be conducted in the certified Standing orders and the workman was not afforded a reasonable and fair opportunity in the enquiry and the Enquiry Officer did not direct the management representative to supply the workman, the list of witnesses and the copies of the documents relied on by the party no.1 to prove the charges against the workman and the defence statement of the workman was not recorded by the Enquiry Officer and the original medical bills and prescriptions etc. were not produced by the management representative in the enquiry and the copy of the preliminary enquiry conducted by the management, before initiation of the departmental enquiry was not supplied to the workman inspite of the order passed by the Enquiry Officer and inspite of the order of the Enquiry Officer, the Complainant was not produced by the management representative for his examination as a witness and the Enquiry Officer failed to conduct the enquiry impartially and while imposing the harsh and totally disproportionate punishment on the workman by way of his dismissal from service, his past clean and unblemished service records were not considered by the disciplinary authority, and the workman is entitled for reinstatement in service, full back wages and all other consequential benefits.

#### **Case of Workman Hasmat Ali.**

The case of the workman, Hasmat Ali as presented by the union is that the workman was initially appointed in 1978 as a Time rate worker at Silewara colliery and subsequently, he was transferred to AB Incline and charge sheet dated 24.09.2006 under clauses 26.1 and 26.22 of the certified Standing orders of WCL was issued against him and the workman submitted his reply to the charge sheet on 28.09.2006 and a departmental enquiry was ordered to be conducted against him and Shri G.S.Dukare was appointed as the Enquiry Officer to conduct the enquiry and the Enquiry Officer conducted the enquiry in nine sittings beginning from 16.10.2006 to 09.08.2007 and the workman participated in the enquiry along with his co-worker and after conclusion of the enquiry, the Enquiry Officer submitted his report to the disciplinary Authority and the workman was issued with a show cause notice on 18.02.2007, but the copy of the report of the Enquiry Officer was not supplied to the workman along with the said notice and the workman submitted his reply on 06.04.2007 and by communication dated 02.02.2008, the workman was dismissed from service and the workman filed an appeal against the order of punishment on 11.02.2008, but his appeal was dismissed by the Appellate Authority without passing any reasoned order.

The union has further pleaded on behalf of the workman that the enquiry Officer was not convergent with the procedures of the departmental enquiry and at the beginning of the departmental enquiry, the Enquiry Officer did not lay down any procedure about holding of the departmental enquiry and the same was required in absence of any laid down procedure as to how a departmental enquiry is to be conducted in the certified Standing orders and the workman was not afforded a reasonable and fair opportunity in the enquiry and the Enquiry Officer did not direct the management representative to supply the workman, the list of witnesses and the copies of the documents relied on by the party no.1 to prove the charges against the workman and the defence statement of the workman was not recorded by the Enquiry Officer and the original medical bills and prescriptions etc. were not produced by the management representative in the enquiry and the copy of the preliminary enquiry conducted by the management, before initiation of the departmental enquiry was not supplied to the workman inspite of the order passed by the Enquiry Officer and inspite of the order of the Enquiry Officer, the Complainant was not produced by the management representative for his examination as a witness and the Enquiry Officer failed to conduct the enquiry impartially and while imposing the harsh and totally disproportionate punishment on the workman by way of his dismissal from service, his past clean and unblemished service records were not considered by the disciplinary authority, and the workman is entitled for reinstatement in service, full back wages and all other consequential benefits.

**Case of Workman, Someshwar Suryawanshi.**

The case of the workman, Someshwar Suryawanshi as presented by the union is that the workman was initially appointed on 13.03.1990 as a Miscellaneous Mazdoor Category-I at Silewara Colliery and subsequently, he was transferred to AB Incline, where he was regularized as Explosive Carrier and charge sheet dated 06.08.2005 under clauses 26.1 and 26.22 of the certified Standing orders of WCL was issued against him and the workman submitted his reply to the charge sheet on 25.08.2009 and a departmental enquiry was ordered to be conducted against him and Shri G.S.Dukare was appointed as the Enquiry Officer to conduct the enquiry and the Enquiry Officer conducted the enquiry in eleven sittings beginning from 18.08.2006 to 03.07.2006 and the workman participated in the enquiry along with his co-worker and after conclusion of the enquiry, the Enquiry Officer submitted his report to the disciplinary Authority and the workman was issued with a show cause notice on 19.08.2006, but the copy of the report of the Enquiry Officer was not supplied to the workman along with the said notice and the workman submitted his reply on 22.08.2006 and by communication dated 02.02.2008, the workman was dismissed from service and the workman filed an appeal against the order of punishment within stipulated time, but his appeal was dismissed by the Appellate Authority without passing any reasoned order.

The union has further pleaded on behalf of the workman that the enquiry Officer was not convergent with the procedures of the departmental enquiry and at the beginning of the departmental enquiry, the Enquiry Officer did not lay down any procedure about holding of the departmental enquiry and the same was required in absence of any laid down procedure as to how a departmental enquiry is to be conducted in the certified Standing orders and the workman was not afforded a reasonable and fair opportunity in the enquiry and the Enquiry Officer did not direct the management representative to supply the workman, the list of witnesses and the copies of the documents relied on by the party no.1 to prove the charges against the workman and the defence statement of the workman was not recorded by the Enquiry Officer and the original medical bills and prescriptions etc. were not produced by the management representative in the enquiry and the copy of the preliminary enquiry conducted by the management, before initiation of the departmental enquiry was not supplied to the workman inspite of the order passed by the Enquiry Officer and inspite of the order of the Enquiry Officer, the Complainant was not produced by the management representative for his examination as a witness and the Enquiry Officer failed to conduct the enquiry impartially and while imposing the harsh and totally disproportionate punishment on the workman by way of his dismissal from service, his past clean and unblemished service records were not considered by the disciplinary authority, and the workman is entitled for reinstatement in service, full back wages and all other consequential benefits.

**Case of Workman, Kawaljit Singh.**

The case of the workman, Kawaljit Singh as presented by the union is that the workman was initially appointed in the year, 1998 as a time rate Mazdoor Category-I at AB Incline and he was selected as Mechanical fitter and charge sheet dated 06.08.2005 under clauses 26.1 and 26.22 of the certified Standing orders of WCL was issued against him and the workman submitted his reply to the charge sheet on 08.08.2005 and a departmental enquiry was ordered to be conducted against him and Shri G.S.Dukare was appointed as the Enquiry Officer to conduct the enquiry and the Enquiry Officer conducted the enquiry and submitted his report to the disciplinary Authority on 06.08.2006 and the workman was issued with a show cause notice on 19.08.2006, but the copy of the report of the Enquiry Officer was not supplied to the workman along with the said notice and the workman submitted his reply to the said show cause notice and by communication dated 02.02.2008, the workman was dismissed from service and the workman filed an appeal against the order of punishment on 18.02.2008, but his appeal was dismissed by the Appellate Authority without passing any reasoned order.

The union has further pleaded on behalf of the workman that the enquiry Officer was not convergent with the procedures of the departmental enquiry and at the beginning of the departmental enquiry, the Enquiry Officer did not lay

down any procedure about holding of the departmental enquiry and the same was required in absence of any laid down procedure as to how a departmental enquiry is to be conducted in the certified Standing orders and the workman was not afforded a reasonable and fair opportunity in the enquiry and the Enquiry Officer did not direct the management representative to supply the workman, the list of witnesses and the copies of the documents relied on by the party no.1 to prove the charges against the workman and the defence statement of the workman was not recorded by the Enquiry Officer and the original medical bills and prescriptions etc. were not produced by the management representative in the enquiry and the copy of the preliminary enquiry conducted by the management, before initiation of the departmental enquiry was not supplied to the workman inspite of the order passed by the Enquiry Officer and inspite of the order of the Enquiry Officer, the Complainant was not produced by the management representative for his examination as a witness and the Enquiry Officer failed to conduct the enquiry impartially and while imposing the harsh and totally disproportionate punishment on the workman by way of his dismissal from service, his past clean and unblemished service records were not considered by the disciplinary authority, and the workman is entitled for reinstatement in service, full back wages and all other consequential benefits.

### **Case of Workman, Mushtaque Ahmed.**

The case of the workman, Mushtaque Ahmed as presented by the union is that the workman was initially appointed on 22.04.1982 as a loader at Silewara colliery and subsequently, he was given the job of pump khalasi by way of alternate employment due to his sustaining injuries while on duty and subsequently he was transferred to AB Incline and charge sheet dated 22.09.2006 under clauses 26.1 and 26.22 of the certified Standing orders of WCL was issued against him and the workman submitted his reply to the charge sheet on 28.09.2006 and a departmental enquiry was ordered to be conducted against him and Shri G.S.Dukare was appointed as the Enquiry Officer to conduct the enquiry and the Enquiry Officer conducted the enquiry in nine sittings beginning from 16.12.2006 to 09.02.2007 and submitted his report to the disciplinary Authority and the workman was issued with a show cause notice dated 02/03.04.2007, but the copy of the report of the Enquiry Officer was not supplied to the workman along with the said notice and the workman submitted his reply to the said show cause notice on 07.04.2007 and by communication dated 02.02.2008, the workman was dismissed from service and the workman filed an appeal against the order of punishment on 11.02.2008, but his appeal was dismissed by the Appellate Authority without passing any reasoned order.

The union has further pleaded on behalf of the workman that the enquiry Officer was not convergent with the procedures of the departmental enquiry and at the beginning of the departmental enquiry, the Enquiry Officer did not lay down any procedure about holding of the departmental enquiry and the same was required in absence of any laid down procedure as to how a departmental enquiry is to be conducted in the certified Standing orders and the workman was not afforded a reasonable and fair opportunity in the enquiry and the Enquiry Officer did not direct the management representative to supply the workman, the list of witnesses and the copies of the documents relied on by the party no.1 to prove the charges against the workman and the defence statement of the workman was not recorded by the Enquiry Officer and the original medical bills and prescriptions etc. were not produced by the management representative in the enquiry and the copy of the preliminary enquiry conducted by the management, before initiation of the departmental enquiry was not supplied to the workman inspite of the order passed by the Enquiry Officer and inspite of the order of the Enquiry Officer, the Complainant was not produced by the management representative for his examination as a witness and the Enquiry Officer failed to conduct the enquiry impartially and while imposing the harsh and totally disproportionate punishment on the workman by way of his dismissal from service, his past clean and unblemished service records were not considered by the disciplinary authority, and the workman is entitled for reinstatement in service, full back wages and all other consequential benefits.

3. It is to be mentioned here that the party no.1 has filed separate written statements in respect of each of the workmen, which are mentioned below.

### **Case of workman, Najimmudin**

The party no.1 in the written statement in respect of workman, Nijamuddin has pleaded inter-alia that the proceedings as framed and filed is not maintainable in the eyes of law and the workman has not approached the Tribunal with clean hands and the proceedings filed by the workman is not only vague, but also, sham and frivolous.

It is further pleaded by the party no.1 that workman, Nizammudin committed a serious misconduct of fraud, which is covered under clauses 26.1 and 26.22 of the Standing Orders and the workman, who was working as a Mining Sirdar was legally, morally and officially bound to be honest with employer's properly or business, but the workman acted to the contrary and committed the misconduct of breach of trust, cheating and willful and deliberate act, subversive of discipline and detrimental to the interest of the company and the workman submitted medical bills for treatment of his son amounting to Rs. 5816.18 and induced the management that the same were genuine bills and got the amount reimbursed for unlawful gains and the medical bills submitted by the workman were found to be forged, fabricated and false and on verifications, it was found that the medical stores were not in existence and signatures of the approving authorities were forged and medicines are issued from the hospital stores and in case of non-availability of any medicine in the store, an employee is permitted to purchase the same from outside and this fact was within the knowledge of the

workman and he tampered and forged the slips of the hospital and submitted bills of Medical stores not in existence and indulged in forging the signature of the approving authority and as such, charge sheet dated 24.09.2006 was served on him and as the clarification submitted by the workman to the charge sheet was found unsatisfactory, it was decided to conduct departmental enquiry against the workman and enquiry officer was appointed by order dated 13/14.10.2008 and the workman was served with the notice of the departmental enquiry and the workman attended the enquiry with his co-worker, Shri Brijesh Singh and as per the demand of the workman, the copies of the medical reimbursement bill, cash memo and prescription etc were given to him and the workman's demand for examination of his signature by the handwriting expert was rightly rejected by the enquiry officer as the same was not necessary and the cashier, who had made payment to the workman was examined as a witness and stated that the workman received the payment of the fake bill all the principles of natural justice were complied with in conducting the enquiry and the workman was given all the opportunities to defend himself and it has lost confidence in the workman and the punishment imposed against him is justified.

Party no.1 has further pleaded that the copy of the enquiry report was given to the workman and the workman has filed such a copy himself and all the documents were supplied to the workman alongwith the charge sheet and the workman is not entitled to any relief.

#### **Case of workman, Ashok Kumar Singh**

The party no.1 in the written statement in respect of workman, Ashok Kumar Singh has pleaded inter-alia that the proceedings as framed and filed is not maintainable in the eyes of law and the workman has not approached the Tribunal with clean hands and the proceedings filed by the workman is not only vague, but also, sham and frivolous.

It is further pleaded by the party no.1 that workman, Ashok Kumar Singh committed a serious misconduct of fraud, which is covered under clauses 26.1 and 26.22 of the Standing Orders and the workman, who was working as a Clerk grade-I was legally, morally and officially bound to be honest with employer's properly or business, but the workman acted to the contrary and committed the misconduct of breach of trust, cheating and willful and deliberate act, subversive of discipline and detrimental to the interest of the company and the workman submitted two medical bills for treatment of his wife amounting to Rs. 2673.08 and induced the management that the same were genuine bills and got the amount reimbursed for unlawful gains and the medical bills submitted by the workman were found to be forged, fabricated and false and on verifications, it was found that the medical stores were not in existence and signatures of the approving authorities were forged and medicines are issued from the hospital stores and in case of non-availability of any medicine in the store, an employee is permitted to purchase the same from outside and this fact was within the knowledge of the workman and he tampered and forged the slips of the hospital and submitted bills of Medical stores not in existence and indulged in forging the signature of the approving authority and as such, charge sheet dated 11/12.06.2006 was served on him and as the clarification submitted by the workman to the charge sheet was found unsatisfactory, it was decided to conduct departmental enquiry against the workman and Enquiry officer was appointed by order dated 19/20.04.2007 and the workman was served with the notice of the departmental enquiry and the workman attended the enquiry with his co-worker, Shri Vijay Bahadur Singh and as per the demand of the workman, all the documents were given to him and the principles of natural justice were complied with in conducting the enquiry and the workman was given all the opportunities to defend himself and it has lost confidence in the workman and the punishment imposed against him is justified.

Party no.1 has further pleaded that the copy of the enquiry report was given to the workman and the workman has filed such a copy himself and all the documents were supplied to the workman alongwith the charge sheet and the Workman is not entitled to any relief.

#### **Case of workman, Saijuddin**

The party no.1 in the written statement in respect of workman, Saijuddin has pleaded inter-alia that the proceedings as framed and filed is not maintainable in the eyes of law and the workman has not approached the Tribunal with clean hands and the proceedings filed by the workman is not only vague, but also, sham and frivolous.

It is further pleaded by the party no.1 that workman, Saijuddin committed a serious misconduct of fraud, which is covered under clauses 26.1 and 26.22 of the Standing Orders and the workman, who was working as a Loader was legally, morally and officially bound to be honest with employer's properly or business, but the workman acted to the contrary and committed the misconduct of breach of trust, cheating and willful and deliberate act, subversive of discipline and detrimental to the interest of the company and the workman submitted four medical bills, out of which two were for his own treatment and one each for the treatment of his son and daughter respectively amounting to Rs. 2842.63 and induced the management that the same were genuine bills and got the amount reimbursed for unlawful gains and the medical bills submitted by the workman were found to be forged, fabricated and false and on verifications, it was found that the medical stores were not in existence and signatures of the approving authorities were forged and medicines are issued from the hospital stores and in case of non-availability of any medicine in the store, an employee is permitted to purchase the same from outside and this fact was within the knowledge of the workman and he tampered and forged the slips of the hospital and submitted bills of Medical stores not in existence and indulged in forging the signature of the

approving authority and as such, charge sheet dated 06.08.2005 was served on him and as the clarification submitted by the workman to the charge sheet was found unsatisfactory, it was decided to conduct departmental enquiry against the workman and enquiry officer was appointed by order dated 24/25.11.2005 and the workman was served with the notice of the departmental enquiry and the workman attended the enquiry and as per the demand of the workman, copies of all the demanded documents were given to him and all the principles of natural justice were complied with in conducting the enquiry and the workman was given all the opportunities to defend himself and it has lost confidence in the workman and the punishment imposed against him is justified.

Party no.1 has further pleaded that the copy of the enquiry report was given to the workman and the workman has filed such a copy himself and all the documents were supplied to the workman alongwith the charge sheet and the workman is not entitled to any relief.

**Case of workman, Naimun Ahmed**

The party no.1 in the written statement in respect of workman, Niamun Ahmed has pleaded inter-alia that the proceedings as framed and filed is not maintainable in the eyes of law and the workman has not approached the Tribunal with clean hands and the proceedings filed by the workman is not only vague, but also, sham and frivolous.

It is further pleaded by the party no.1 that workman, Niamun Ahmed committed a serious misconduct of fraud, which is covered under clauses 26.1 and 26.22 of the Standing Orders and the workman, who was working as a Loader was legally, morally and officially bound to be honest with employer's properly or business, but the workman acted to the contrary and committed the misconduct of breach of trust, cheating and willful and deliberate act, subversive of discipline and detrimental to the interest of the company and the workman submitted medical bills for treatment of his son amounting to Rs. 2425.80 and induced the management that the same were genuine bills and got the amount reimbursed for unlawful gains and the medical bills submitted by the workman were found to be forged, fabricated and false and on verifications, it was found that the medical stores were not in existence and signatures of the approving authorities were forged and medicines are issued from the hospital stores and in case of non-availability of any medicine in the store, an employee is permitted to purchase the same from outside and this fact was within the knowledge of the workman and he tampered and forged the slips of the hospital and submitted bills of Medical stores not in existence and indulged in forging the signature of the approving authority and as such, charge sheet dated 24.09.2006 was served on him and as the clarification submitted by the workman to the charge sheet was found unsatisfactory, it was decided to conduct departmental enquiry against the workman and enquiry officer was appointed by order dated 30.09.2007 and the workman was served with the notice of the departmental enquiry and the workman attended the enquiry with his co-worker, Shri Brijesh Singh and as per the demand of the workman, the zerox copies of the medical reimbursement bill, cash memo and prescription etc were given to him and all the principles of natural justice were complied with in conducting the enquiry and the workman was given all the opportunities to defend himself and it has lost confidence in the workman and the punishment imposed against him is justified.

Party no.1 has further pleaded that the copy of the enquiry report was given to the workman and the workman has filed such a copy himself and all the documents were supplied to the workman alongwith the charge sheet and the workman is not entitled to any relief.

**Case of workman, Lalmohan Vishwanath**

The party no.1 in the written statement in respect of workman, Lalmohan Vishwanath has pleaded inter-alia that the proceedings as framed and filed is not maintainable in the eyes of law and the workman has not approached the Tribunal with clean hands and the proceedings filed by the workman is not only vague, but also, sham and frivolous.

It is further pleaded by the party no.1 that workman, Lalmohan Vishwanath committed a serious misconduct of fraud, which is covered under clauses 26.1 and 26.22 of the Standing Orders and the workman, who was working as a Belt Operator was legally, morally and officially bound to be honest with employer's properly or business, but the workman acted to the contrary and committed the misconduct of breach of trust, cheating and willful and deliberate act, subversive of discipline and detrimental to the interest of the company and the workman submitted a medical bill for treatment of his daughter amounting to Rs. 2442.25 and induced the management that the same were genuine bills and got the amount reimbursed for unlawful gains and the medical bills submitted by the workman were found to be forged, fabricated and false and on verifications, it was found that the medical stores were not in existence and signatures of the approving authorities were forged and medicines are issued from the hospital stores and in case of non-availability of any medicine in the store, an employee is permitted to purchase the same from outside and this fact was within the knowledge of the workman and he tampered and forged the slips of the hospital and submitted bills of Medical stores not in existence and indulged in forging the signature of the approving authority and as such, charge sheet dated 24.09.2006 was served on him and as the clarification submitted by the workman to the charge sheet was found unsatisfactory, it was decided to conduct departmental enquiry against the workman and enquiry officer was appointed and the workman was served with the notice of the departmental enquiry and the workman attended the enquiry with his co-worker, Shri U.K.Singh and as per the demand of the workman, the copies of the medical reimbursement bill, cash memo and prescription etc were given to him and all the principles of natural justice were complied with in conducting the enquiry

and the workman was given all the opportunities to defend himself and it has lost confidence in the workman and the punishment imposed against him is justified.

Party no.1 has further pleaded that the copy of the enquiry report was given to the workman and the workman has filed such a copy himself and all the documents were supplied to the workman alongwith the charge sheet and the workman is not entitled to any relief.

**Case of workman, Hasmat Ali**

The party no.1 in the written statement in respect of workman, Hasmat Ali has pleaded inter-alia that the proceedings as framed and filed is not maintainable in the eyes of law and the workman has not approached the Tribunal with clean hands and the proceedings filed by the workman is not only vague, but also, sham and frivolous.

It is further pleaded by the party no.1 that workman, Hasmat Ali committed a serious misconduct of fraud, which is covered under clauses 26.1 and 26.22 of the Standing Orders and the workman, who was working as a Mechanical Fitter was legally, morally and officially bound to be honest with employer's properly or business, but the workman acted to the contrary and committed the misconduct of breach of trust, cheating and willful and deliberate act, subversive of discipline and detrimental to the interest of the company and the workman submitted two medical bills for treatment of his daughter amounting to Rs. 9326.80 and induced the management that the same were genuine bills and got the amount reimbursed for unlawful gains and the medical bills submitted by the workman were found to be forged, fabricated and false and on verifications, it was found that the medical stores were not in existence and signatures of the approving authorities were forged and medicines are issued from the hospital stores and in case of non-availability of any medicine in the store, an employee is permitted to purchase the same from outside and this fact was within the knowledge of the workman and he tampered and forged the slips of the hospital and submitted bills of Medical stores not in existence and indulged in forging the signature of the approving authority and as such, charge sheet dated 05.08.2005 was served on him and as the clarification submitted by the workman to the charge sheet was found unsatisfactory, it was decided to conduct departmental enquiry against the workman and enquiry officer was appointed by order dated 25.11.2005 and the workman was served with the notice of the departmental enquiry and the workman attended the enquiry and as per the demand of the workman, the zerox copies of the medical reimbursement bill, cash memo and prescription etc were given to him and all the principles of natural justice were complied with in conducting the enquiry and the workman was given all the opportunities to defend himself and it has lost confidence in the workman and the punishment imposed against him is justified.

Party no.1 has further pleaded that the copy of the enquiry report was given to the workman and the workman has filed such a copy himself and all the documents were supplied to the workman alongwith the charge sheet and the workman is not entitled to any relief.

**Case of workman, Someshwar Suryavanshi.**

The party no.1 in the written statement in respect of workman, Someshwar Suryavanshi has pleaded inter-alia that the proceedings as framed and filed is not maintainable in the eyes of law and the workman has not approached the Tribunal with clean hands and the proceedings filed by the workman is not only vague, but also, sham and frivolous.

It is further pleaded by the party no.1 that workman, Someshwar Suryavanshi committed a serious misconduct of fraud, which is covered under clauses 26.1 and 26.22 of the Standing Orders and the workman, who was working as a Explosive carrier was legally, morally and officially bound to be honest with employer's properly or business, but the workman acted to the contrary and committed the misconduct of breach of trust, cheating and willful and deliberate act, subversive of discipline and detrimental to the interest of the company and the workman submitted three medical bills for treatment of his wife amounting to Rs. 13847.04 and induced the management that the same were genuine bills and got the amount reimbursed for unlawful gains and the medical bills submitted by the workman were found to be forged, fabricated and false and on verifications, it was found that the medical stores were not in existence and signatures of the approving authorities were forged and medicines are issued from the hospital stores and in case of non-availability of any medicine in the store, an employee is permitted to purchase the same from outside and this fact was within the knowledge of the workman and he tampered and forged the slips of the hospital and submitted bills of Medical stores not in existence and indulged in forging the signature of the approving authority and as such, charge sheet dated 05/06.08.2005 was served on him and as the clarification submitted by the workman to the charge sheet was found unsatisfactory, it was decided to conduct departmental enquiry against the workman and enquiry officer was appointed by order dated 24/25.11.2005 and the workman was served with the notice of the departmental enquiry and the workman attended the enquiry with his co-worker, Shri Brijesh Singh and as per the demand of the workman, the copies of the medical reimbursement bill, cash memo and prescription etc were given to him and all the principles of natural justice were complied with in conducting the enquiry and the workman was given all the opportunities to defend himself and it has lost confidence in the workman and the punishment imposed against him is justified.



Party no.1 has further pleaded that the copy of the enquiry report was given to the workman and the workman has filed such a copy himself and all the documents were supplied to the workman alongwith the charge sheet and the workman is not entitled to any relief.

**Case of workman, Kawaljit Singh.**

The party no.1 in the written statement in respect of workman, Kawaljit singh has pleaded inter-alia that the proceedings as framed and filed is not maintainable in the eyes of law and the workman has not approached the Tribunal with clean hands and the proceedings filed by the workman is not only vague, but also, sham and frivolous.

It is further pleaded by the party no.1 that workman, Kawaljit singh committed a serious misconduct of fraud, which is covered under clauses 26.1 and 26.22 of the Standing Orders and the workman, who was working as an Electrical Fitter Helper was legally, morally and officially bound to be honest with employer's properly or business, but the workman acted to the contrary and committed the misconduct of breach of trust, cheating and willful and deliberate act, subversive of discipline and detrimental to the interest of the company and the workman submitted three medical bills for treatment of his wife amounting to Rs. 14610.51 and induced the management that the same were genuine bills and got the amount reimbursed for unlawful gains and the medical bills submitted by the workman were found to be forged, fabricated and false and on verifications, it was found that the medical stores were not in existence and signatures of the approving authorities were forged and medicines are issued from the hospital stores and in case of non-availability of any medicine in the store, an employee is permitted to purchase the same from outside and this fact was within the knowledge of the workman and he tampered and forged the slips of the hospital and submitted bills of Medical stores not in existence and indulged in forging the signature of the approving authority and as such, charge sheet dated 05/06.08.2005 was served on him and as the clarification submitted by the workman to the charge sheet was found unsatisfactory, it was decided to conduct departmental enquiry against the workman and enquiry officer was appointed by order dated 24/25.11.2005 and the workman was served with the notice of the departmental enquiry and the workman attended the enquiry with his co-worker, Shri Brijesh Singh and as per the demand of the workman, the copies of the medical reimbursement bill, cash memo and prescription etc. were given to him and all the principles of natural justice were complied with in conducting the enquiry and the workman was given all the opportunities to defend himself and it has lost confidence in the workman and the punishment imposed against him is justified.

Party no.1 has further pleaded that the copy of the enquiry report was given to the workman and the workman has filed such a copy himself and all the documents were supplied to the workman alongwith the charge sheet and the workman is not entitled to any relief.

**Case of workman, Mushtaque Ahmed.**

The party no.1 in the written statement in respect of workman, Mushtaque Ahmed has pleaded inter-alia that the proceedings as framed and filed is not maintainable in the eyes of law and the workman has not approached the Tribunal with clean hands and the proceedings filed by the workman is not only vague, but also, sham and frivolous.

It is further pleaded by the party no.1 that workman, Mushtaque Ahmed committed a serious misconduct of fraud, which is covered under clauses 26.1 and 26.22 of the Standing Orders and the workman, who was working as a Pump Khalasi was legally, morally and officially bound to be honest with employer's properly or business, but the workman acted to the contrary and committed the misconduct of breach of trust, cheating and willful and deliberate act, subversive of discipline and detrimental to the interest of the company and the workman submitted eight medical bills for treatment of his wife amounting to Rs.39,635.14 and induced the management that the same were genuine bills and got the amount reimbursed for unlawful gains and the medical bills submitted by the workman were found to be forged, fabricated and false and on verifications, it was found that the medical stores were not in existence and signatures of the approving authorities were forged and medicines are issued from the hospital stores and in case of non-availability of any medicine in the store, an employee is permitted to purchase the same from outside and this fact was within the knowledge of the workman and he tampered and forged the slips of the hospital and submitted bills of Medical stores not in existence and indulged in forging the signature of the approving authority and as such, charge sheet dated 24.09.2006 was served on him and as the clarification submitted by the workman to the charge sheet was found unsatisfactory, it was decided to conduct departmental enquiry against the workman and enquiry officer was appointed by order dated 01.10.2006 and the workman was served with the notice of the departmental enquiry and as the workman failed to attend the enquiry, the enquiry was conducted ex-parte against him and all the principles of natural justice were complied with in conducting the enquiry and the workman was given all the opportunities to defend himself and it has lost confidence in the workman and the punishment imposed against him is justified.

Party no.1 has further pleaded that the copy of the enquiry report was given to the workman and the workman has filed such a copy himself and all the documents were supplied to the workman alongwith the charge sheet and the workman is not entitled to any relief.

**4. Point of Determination:**

- i. Whether termination of workmen by the management is legal and proper.

- ii. Whether workman was in gainful employment.
- iii. Whether workmen are entitled for any relief.

**Reasons for determination:**

5. Workmen relied on case laws:- Commissioner of Police, Delhi and others Vs. Jai Bhagwan in Civil Appeal No. 4213 of 2011 (Arising out of SLP No. 1331 of 2010), Letters Patent Appeal No. 1340 of 2016 in Civil Writ Jurisdiction Case No. 11510 of 2000 between Bihar State Financial Corporation, Patna and others Vs. Shashi Bhushan Yadav and other and Civil Writ Jurisdiction Case No. 11510 of 2000 between Shashi Bhushan Yadav Vs. Bihar State Financial Corporation, Patna and others, in which, following principles are laid down:-

- i. Held that, “In the absence of such a definite/clear proof supporting the case of the appellants it is difficult to draw a finding of taking illegal gratification by the respondent from the complainant”.
- ii. “Non-examination of the complainant and non-grant of opportunity to cross-examine the complainant and even without properly proving the complaint the finding recorded by the Enquiry Officer is unsustainable”.
- iii. Non examination of the complainant during the departmental enquiry takes away the proceedee right to cross-examine such complainant. The reasoning assigned by the Enquiry Officer for recording the finding that the charge against the petitioner stood proved, cannot be accepted in the absence of any cogent evidence”.

6. Now we see the legal position:- State Bank of Bikaner and Jaipur Vs Nemichand, Civil Appeal No. 5861 of 2007, SC dated 01.03.2011, Regional Manager, U.P.S.R.T.C. Vs Hotilal, Civil Appeal No. 5984 of 2000 dated 11.02.2003, State Bank of India Vs Ramesh Dinkar, Civil Appeal No. 2055 of 2003 dated 11.08.2006, Devendra Kumar Vs State of Uttaranchal, Civil Appeal No. 1155 of 2006 dated 29.07.2013 and Bharat Forge Company Ltd. Vs A.B. Zodge, A.I.R. 1996 SC 1556, in which following legal principles are laid down:-

- i. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record.
- ii. Therefore, courts will not interfere with findings of fact recorded in departmental enquires, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a Tribunal acting reasonably could have arrived at such conclusion or finding, on the material on record. Courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations.
- iii. Legal position would establish that the disciplinary authority, and on appeal the appellate authority, being fact-finding authorities have exclusive power to consider the evidence with a view to maintain discipline. They are invested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of the misconduct.
- iv The position in our country, in administrative law, where no fundamental freedoms as aforesaid are involved, is that the courts/tribunals will only play a secondary role while the primary judgment as to reasonableness will remain with the executive or administrative authority.

7. On behalf of the management they relied on case law Baljinder Pal Kaur Vs. State of Punjab and others 2016 I SCC 671, Divisional Controller KSRTC vs. M.G. Vittal Rao 2012 I SCC 442, Dy. Inspector General of Police Vs. S. Samuthiram 2013 I SCC 598 and Depot Manager APSRTC Vs. B. Swamy 2007 12 SCC 40 in which the following principles are laid down:-

- 1) Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management.
- 2) If he is dishonest in the performance of his duties.....and the gravity of misconduct cannot be minimizing by the fact that he was not earlier caught indulging in such dishonest conduct. There is no guarantee that he had not acted dishonestly in the past as well, which went undetected.

8. The case law D.P. Maheshwari Vs. Delhi Administration and Others (1983) 4 Supreme Court Cases 293- “It was just the order day that we were bemoaning the unbecoming devices adopted by certain employers to avoid decision of Industrial Disputes on merits. We noticed how they would raise various preliminary objections, invite decision on those objections in the first instance, carry the matter to the High Court under Article 226 of the Constitution and to this Court under Article 136 of the Constitution and delay a decision of the real dispute for years, sometimes for over a decade. Industrial peace, one presumes, hangs in the balance in the meanwhile. We have now before us a case where a dispute originating in 1969 and referred for adjudication by the Government of the Labour Court in 1970 is still at the stage of decision on a preliminary objection. There was a time when it was thought prudent and wise policy to decide

preliminary issues first. But the time appears to have arrived for a reversal of that policy. We think it is better that tribunals, particularly those entrusted with the task of adjudicating labour disputes where delay may lead to misery and jeopardize industrial peace, should decide all issues in dispute at the same time without trying some of them as preliminary issues..... In the exercise of such jurisdiction neither the High Court nor this court is required to be too astute to interfere with the exercise of jurisdiction by special tribunals at interlocutory stages and on preliminary issues.”

**9. T.N.C.S. Corpn. Ltd and others Vs. K. Meerabai (2006) 2 Supreme Court cases 255**

**It was held that, “Where the employee was found guilty of misappropriating the employer corporation’s fund, held, the primary factor to be taken into consideration was the loss of confidence and not the amount of money misappropriated – Hence, notwithstanding that there was no such allegation against that employee in the past, held, the punishment of dismissal from service imposed by the employer could not be interfered with by the court on ground of sympathy or generosity.**

The enquiry officer’s report in which the respondent has fully participated and the order of the disciplinary authority and of the Appellate Authority show that the order passed by them was very detailed, well-considered and will-reasoned verdict. It has been held in a catena of decisions that interference is not permissible unless the orders passed by the quasijudicial authorities are clearly unreasonable or perverse or manifestly illegal or grossly unjust.

The scope of judicial review is very limited. Sympathy or generosity as a factor is impermissible. Loss of confidence is the primary factor and not the amount of money misappropriated. There was nothing wrong in the corporation losing confidence or faith in such an employee and awarding punishment of dismissal. In such cases, there is no place of generosity or misplaced sympathy on the part of judicial forums and interfering therefore with the quantum of punishment awarded by the disciplinary and appellate authority.

The charged employee held a position of trust where honesty and integrity were inbuilt requirements of functioning and therefore, the matter required to be dealt with firmly with firm hands and not leniently”.

10. Now we want to see the argument of workmen with their evidence. On behalf of the workmen, it was argued that, party no.1 not supplied the copy of medical claim with medical bill nor supplied preliminary enquiry report. They also alleged that charge leveled against them was vague and unspecific, principles of natural justice not followed. They also argued that, only Xerox copies of medical bills were produced by the management, but in evidence, all workmen admitted that, management issued charge sheet, they attended the enquiry with their co-workers and the E.O. gave them a chance to study the management’s documents.

11. The E.O. did not follow the proper procedure. Workmen also alleged that virtually enquiry officer is as electrical or mechanical engineer, they do not conversant with the principle and practice of enquiry officer. On behalf of the workmen, it was also asserted that, enquiry officer did not act impartially. They requested to party no.1 to supply them Food and Drug Commissioner’s report, but in their court statement, they admitted that, E.O. gave them a chance to produce evidence. Mostly witnesses admitted that, in the participation of the enquiry, they cross-examined the management’s witnesses in presence of their co-worker. Most of them also admitted that, they signed on the departmental enquiry proceedings and they also received copy of enquiry report.

12. Workmen also argued that, Enquiry Officer had acted arbitrary and violated the principles of natural justice. They also said that xerox copies of the medical bills were not produced by the management, but in their evidence, they also admitted that, copies of the documents produced by the management were supplied to them. Most of the workmen admitted that, they filed appeal against the order of punishment and their appeal was dismissed. Some witnessed also admitted that, they produced their evidence in defence, but nothing is shown that, E.O. had any enmity with them.

13. Workman, Shri Ashok Kumar Singh, PW-1 admitted that, he signed on the medical bills and received payment, Workman, Shri Nazimuddin, PW-3 admitted that, he examined cashier as a defence witness and workman, Hasmat Ali, PW-4 also admitted that, he produced medical card for signature verification, but other witnesses denied signature and presentation of medical bills. After perusal of their statement, it appears that, they are interested person and they concealed/twisted some facts. On the contrary, my predecessor deciding the validity of the departmental enquiry, hold that, enquiry conducted by the management is legal, proper and accordance with the principles of natural justice.

14. On behalf of the workmen, it was also argued that, fact of the case of Life Insurance Corporation of India is not applicable in this case, because this Tribunal is not a Civil Court but exercise the power of quasi judicial court. He also argued that, Standing Order 26.1 and 26.22 of the Western Coalfields did not apply here because workmen did not do any act willfully and deliberately. On going the above record, it appears that, worker, Ashok Kumar Singh admitted the payment of medical bills, but rest of the workers denied that fact, but they did not produce any reliable evidence to believe that fact that, they did not produce those medical bills. For the example, they did not examine concerned Account Clerk or Accountant to prove that, who produced those bills in their office.

15. On behalf of the workmen, it was also argued that, management did not examine Asstt. Commissioner of Food & Drugs, who conducted preliminary enquiry on the basis of bills and vouchers. They also argued that, management did

not examine Handwriting Expert or complainant, but my humble opinion is that, Asstt. Commissioner of Food & Drugs was not a complainant, but management wrongfully disallowed the prayer of the workers to examine Handwriting Expert. In my opinion, that is irregularity in conduction of departmental enquiry.

On behalf of the workmen, it was argued that, management of WCL discriminated in imposing punishment to the workmen in comparison to Shri Yogesh Chaurasia (who has been working as an Accountant in Sillewara Sub Area). According to the workmen, Shri Yogesh Chaurasia also committed same type of fraud for tampering cash memo and note sheet. He was punished only one increment penalty, so he prayed on the ground of parity, but on the date of filing this paper, nobody was present on behalf of the management.

On perusal of the record, it appears that, no such type of pleading in statement of claim made by the workmen and no evidence was lead. These documents are also not proved in court evidence, so at this stage, my humble opinion is that, on the basis on these documents, we do not infer about this fact. For the sake of argument, if this fact presumed to be true, then discretion of the punishment preliminary invested with administrative authority. This Court is not Appellate Court. One other case was decided by my predecessor on 21.10.2013 concerned with workman, Harun Rashid (Case No. CGIT/NGP/01/2010-11). So, in my view punishment of dismissal in these circumstances cannot said to be shockingly disproportionate to the charge levelled against the workmen.

16. In case law--- Delhi Transport Corp. vs. Ombir Singh 2017 LLR 252, Hon'ble Lordship held that "Where principles of natural justice are not being complied with, then in such cases, compensation ought to be granted even if termination of service is found to be valid". On the basis of principle laid down in Engineering Laghu Udhog Employees Union vs Judge, Labour Court and Industrial Tribunal & others – (2003) 12 SCC 1 in which it was held that:- "no difference whether the matter comes before the tribunal for approval under S.33 or on a reference under S.10 of the Industrial Dispute Act, 1947. In either case if the enquiry is defective or if no enquiry has been held as required by Standing Orders, the entire case would be open before the tribunal and the employer would have to justify on facts as well that its order of dismissal or discharge was proper." "A defective enquiry in our opinion stands on the same footing as no enquiry and in either case the tribunal would have jurisdiction to go into the facts and the employer would have to satisfy the tribunal that on facts the order of dismissal or discharge was proper."

It will be open to the Tribunal to pay compensation even in a case where ultimate charges are proved, despite holding that the order of termination is valid for the reason that principles of natural justice have not complied with.

17. On the perusal of the records, it appears that, workmen did not plead or prove that, workmen are in gainful employment or not? Management did not lead any evidence to prove his defence. It is also appears that, D.E. conducted on the basis of photocopy of medical bills. On behalf of the workmen, it was also argued that, management did not allow their request for examination of handwriting expert or Asstt. Commissioner of Food & Drugs.

18. Judging the present case in hand with the touch stone of the principles as mentioned above, record shows that, Ashok Kumar Singh joined his service in 1980, Saijuddin in 1988, Nazimuddin in 1974, Hasmat Ali in 1978, Nammon Ahmed in 1984, Kawaljit Singh in 1998, Someshwar in 1990, Mustaq Ahmed in 1982 and Lal Mohan in 1981 and they were dismissed from their services on 01.02.2008/02.02.2008.

19. It also appears that, management did not lead any evidence or even to argue the case. Management is also negligent in appearance of court proceedings from 31.05.2018. So, in my opinion, that is defect in the conduction of the case as well as in the departmental enquiry-for the example, management may lead the evidence to prove the payment of medical bills. It is found that law is well settled that, where principles of natural justice were not complied with or there is defect in the departmental enquiry, then in such cases compensation ought to be granted because termination of the services in my opinion is valid. It is informed that, workman, Nazimuddin on 29.08.2014 and Nammon Ahmed on 04.07.2015 died, so in my opinion, their L.Rs are entitled for the compensation. In view of the discussion made above and the materials on record, it is found that there is no scope to interfere with the order of the punishment of dismissal from services passed against the workman. Hence, it is ordered:-

### **ORDER**

**The action of the management of M/s WCL in dismissing their 10 workmen (as per list enclosed) is legal and justified but due to lack of procedure in the departmental enquiry and conduction of the case, each workman or their L.Rs is entitled for Lumpsum compensation of Rs. 1,00,000/- (Rupees one lac only) from Party No. 1 in lieu of reinstatement, which is payable within one month from the publication of this award in official gazette, failing which, amount due to workmen will carry interest of 6% per annum from the date of due to the workmen to the date of actual payment of the amount to the workmen. The workmen are not entitled for any other relief.**

SHYAM SUNDAR GARG, Presiding Officer

नई दिल्ली, 24 जुलाई, 2018

**का.आ. 1147.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स वेस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 74/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.07.2018 को प्राप्त हुआ था।

[सं. एल-22012/105/2014-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 24th July, 2018

**S.O. 1147.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 74/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of M/s. Western Coalfield Ltd., and their workmen, received by the Central Government on 23.07.2018.

[No. L-22012/105/2014-IR (CM-II)]

RAJENDER SINGH, Section Officer

**ANNEXURE****BEFORE SHRI S. S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT/NGP/74/2014-15**

Date: 12.06.2018

**Party No. 1** : The Sub Area Manager,  
WCL, Bhatadi Open Cast Mine,  
PO: Bhatadi, Distt. Chandrapur (M.S.),  
Chandrapur (M.S.) – 442914.

**Versus**

**Party No. 2(a)** : Smt. Sudina W/o Late Suresh Madane,  
Itaknar Building, Maheshnagar,  
Ward No. 15, Tukum,  
Distt. Chandrapur (M.S.),  
Chandrapur (M.S.) – 442401.

**Party No. 2(b)** : The Secretary,  
Rashtriya Koyla Khadan Mazdoor Sangh (INTUC),  
Reg. Office, Netaji Subhash Bhawan,  
WCL, Shaktinagar Colony, Durgapur,  
Chandrapur (M.S.) – 442404.

**AWARD**

(Dated: 12th June, 2018)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited and their union, Rashtriya Koyla Khadan Mazdoor Sangh (INTUC) for adjudication, as per letter **No.L-22012/105/2014- IR(CM-II) dated 19.02.2015**, with the following schedule:-

**“Whether the demands raised by Smt. Sudina W/o Late Suresh Madane vide her representation dated 16.01.2014 (Annexure ‘A’ enclosed) and the demands raised vide rejoinder No. RKKMS/INTUC/SWP/06-14/CHD dated 15.05.2014 of the union (Annexure ‘B’ enclosed) is just, fair or legal? If yes, to what relief the Smt. Sudina W/o Late Suresh Madane is entitled to?”**

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due. On 01.09.2015, Shri. S.K. Pashine, advocate filed vakalatnama on behalf of the petitioner and on 06.01.2016, Smt. Pushpalata Ranjan, advocate filed vakalatnama for the management. After filing their respective vakaltanama, the parties were present in one or two occasions but no statement of claim has

been filed by the petitioner. Today i.e. on 07.06.2018 also, nobody from the either side was present as well as no statement of claim was filed. It shows that, the petitioner as well as his union is not interested to continue the reference. Hence, it is ordered.

### **ORDER**

**The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.**

SHYAM SUNDER GARG, Presiding Officer

नई दिल्ली, 24 जुलाई, 2018

**का.आ. 1148.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स फूड कारपोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 89/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.07.2018 को प्राप्त हुआ था।

[सं. एल-22011/24/2017-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 24th July, 2018

**S.O. 1148.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 89/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of M/s. Food Corporation of India and others and their workmen, received by the Central Government on 18.07.2018.

[No. L-22011/24/2017-IR (CM-II)]

RAJENDER SINGH, Section Officer

### **ANNEXURE**

#### **CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR**

#### **Present:**

Shri B.C. Rath,  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar

#### **INDUSTRIAL DISPUTE CASE NO. 89/2017**

No. L-22013/24/2017-IR (CM-II), dated 11.12.2017

**Date of Passing Order – 21<sup>st</sup> May, 2018**

#### **Between :**

The General Manager, (Region),  
Food Corporation of India, Regional Office,  
Khadya Bhawan, Satsang Vihar,  
Bhubaneswar – 07 Orissa.

...1<sup>st</sup> Party-Management

#### **(And)**

The General Secretary,  
Food Corporation of India Workers' Union,  
58/1, Diamond Harbour Road, Kolkatta – 23.

...2<sup>nd</sup> Party-Union

#### **Appearances:**

None. ... For the 1<sup>st</sup> Party-Management.

None ... For the 2<sup>nd</sup> Party-Union.

### **ORDER**

Case taken up. Parties are absent. The 2<sup>nd</sup> Party-Union has not filed any statement of claim despite sending notice through regd. post. As such, it seems that the 2<sup>nd</sup> party-Union is not interested in prosecuting his case. However the

dispute cannot be adjudicated upon for want of pleadings on behalf of the parties. As such there is no alternative except to return the reference to the Government for necessary action at its end.

2. Accordingly the reference is returned to the Government unanswered for necessary action at its end.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 25 जुलाई, 2018

**का.आ. 1149.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ आर्यवर्त के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 18/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.07.2018 को प्राप्त हुआ था।

[सं. एल-12011/14/2016-आई आर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 25th July, 2018

**S.O. 1149.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2017) of the Cen. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the management of Gramin Bank of Aryavart and their workmen, received by the Central Government on 25.07.2018.

[No. L-12011/14/2016-IR (B-I)]

B. S. BISHT, Section Officer

#### ANNEXURE

**BEFORE SHRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, KANPUR**

**ID No. 18 of 2017**

#### Between :

Shri R.P.Singh,  
State Executive Committee Member,  
U.P. Bank Workers Organization, 3/13,  
Mathura Nagar,  
ALIGARH (U.P.)-202001

#### AND

The Chairman,  
Gramin Bank of Aryavart, Head Office,  
A-2/46, Vijay Khand, Gomti Nagar,  
Lucknow-226010.

#### AWARD

1. Central Gov, MOL, vide notification no. L-12011/14/2016- IR (B-I) dated 20.03.2017 has referred the following Industrial Dispute to this Tribunal for adjudication.
2. “Whether the action of management of Gramin Bank of Aryavart, Lucknow in removing the workman Smt. Arankshya Markandey Singh from service vide Penalty Order dated 22.09.2015 is legal & justified? If not, what relief the workman concerned is entitled to?”
3. The case of the union in short is that Smt. Arankshya Markandey Singh work-lady was appointed in erstwhile Shreyas Gramin Bank, now known as Bank of Aryavart on 25.01.11 at the post of clerk-cum-cashier at Banks Ramghat road Branch district Aligarh. Soon after the work lady was posted at extension counter of the branch with a male officer to work there and as she was not knowing the banking work, on 29.08.11 Ramghat Road Branch debited Rs 15,000 in the saving bank account no. 70135100035557 maintained by the worker but it was not brought to the notice of the work lady and when it was objected by the work lady then she was shown a debit voucher on which her initials were found which was denied by the work lady, whereas as per rule whenever any account is debited in the account holder it is necessary to verify the signatures with the specimen signatures of the

account holder and not with the initials of account holder. Lady worker says that she had never put her initials and requested the General Manager of the bank that the matter be fairly examined and her initials be got matched with the help of handwriting expert. On this request of the workman all the officers of the bank got united on the pretext that how newly appointed work lady has dared to raise a complaint against the officers of the bank and as a result of the same in a planned manner a charge sheet was issued to the work lady. Date of the charge sheet has not mentioned. During the departmental enquiry when lady worker tried to raise this issue before enquiry officer she was stopped by him. As per rule only such officer of the bank can held disciplinary enquiry who has been appointed as enquiry officer by the disciplinary authority. Since various General Managers were posted in the bank then it was the duty of the Chairman of the bank to decide and inform the work lady as to which General manager has been appointed as disciplinary authority in case of work lady but Bank without following the mandatory rules she was issued charge sheet dated 24.02.14 issued by General Manager who is not the disciplinary authority in the case of Mrs. Arankshya Markandey Singh the concerned work lady which is without jurisdiction as the charge sheet has been issued to her by such person who was not having any constitutional right in this regard. It is also alleged that in the opening line of the charge sheet it is mentioned that the work lady Mrs. Arankshya Markandey acted fraudulently which clearly shows that the employer was having prejudicial mind as in the charge sheet itself the work lady has been held guilty, therefore, the charge sheet is vague and on the basis of vague charges work lady was placed under suspension on 08.05.2013. It is also alleged that in the year 2011 when the work lady was issued charge sheet at that time the Bank of Aryavart was not in existence still she was issued charge sheet under Gramin Bank of Aryavart Officer and Employees Service Regulations 2010, meaning there by that whole action against the work lady concluded in the name of the disciplinary action is unconstitutional and against disciplinary regulations. The enquiry officer deliberately chosen the head office of the bank as venue of enquiry where as entire matter relates to Aligarh Branch. The enquiry officer during the course of enquiry was consulting with his senior officer and upon their instructions was holding the enquiry. On 12.09.2014 the work lady could not participate in the enquiry and next date of enquiry was fixed as 19.09.14 but enquiry officer has not provided the copy of proceeding related with the inquiry held on 12.09.14 and for want of knowledge of next date of inquiry she could not appear in the enquiry held on 19.09.14 and the cunning enquiry officer taking the benefit of her absence recorded the evidence of two witnesses in the enquiry and without their cross examination the enquiry officer discharged the witnesses. The work lady was not allowed to cross examine the management witnesses by the enquiry officer. In the same manner work lady has leveled several allegations against the officer of the bank connected with the disciplinary action against her. On the conclusion of enquiry the work lady was imposed the penalty of Rs. 20,050/- and removal from service not amounting a disqualification for future employment. Appeal preferred by work lady against the order of punishment was rejected by order dated 30.04.16. Lastly the work lady has claimed that the method and manner in which the whole enquiry was conducted against her is against the principal of natural justice, without affording proper opportunity of her defense as such the punishment order as well as appellate order are liable to be quashed and work lady be held entitled for her reinstatement with full back wages and continuity of service. The management of the bank has filed very lengthy reply but only such facts and legal issues have been detailed as are necessary for imparting the justice between the parties.

4. It is alleged that Smt. Arankshya Markandey Singh Staff Office Assistant (Multi purposes) Staff No. 1048 was posted at Controlling Office (Erstwhile Shreyas Gramin Bank) has misappropriated Bank's/Customer's Fund aggregating to Rs. 50,476.50 detected till date by making fraudulent debit entries in various accounts and crediting her own accounts, while working at Vikash Bhawan Extension Counter attached as Aligarh (Main Branch), District Aligarh (Since concerted as Full Fledged Branch namely Quarsi Chauraha Branch from 25.01.2011 to 8.05.2013. Her fraudulent acts were of very serious nature exposing banks fund to loss and detrimental to the interest of the bank for which she was suspended vide letter dated 08.05.13. Competent authority and General Manager of the bank at Lucknow now has issued charge sheet dated 24.02.14 to the work lady. The acts of her irregularities were shown in detailed manner in the charge sheet which reflects that she has failed to perform her duties with utmost honesty and faithfulness and also failed to promote the interest of the bank. Charge sheet was directly issued to her by the bank against which work lady has replied the charge sheet vide letter dated 9.03.14 denying the allegation leveled against her. As the reply was not satisfactory a departmental inquiry was ordered and conducted as per laid down procedure. Shri Vipul Awasthi, Senior Manager Banthra Branch District Lucknow was appointed as enquiry officer vide letter dated 19.03.14 to enquiry into the charges as set out in the charge sheet. Sri Shiv Charan Joshi was appointed as presenting officer and the enquiry officer informed the work lady that enquiry will commence against her on 10.05.14 at Gramin Bank of Aryavart, Gomti Nagar, Lucknow. In all 21 sittings were held by the enquiry officer in the case of work lady but she has appeared only five times in the enquiry that is 10.05.14, 23.05.14, 7.11.14, 11.11.14 and 17.11.14. On the request of charge sheeted employee either the enquiry has been postponed or given a long gap by the enquiry officer and considering the appearance of work lady in the enquiry, management directed her to appear before the banks doctor twice but she did not obey the order hence bank has proceeded with the enquiry against the work lady ex-parte. Enquiry against the work lady was conducted on various dates between 10.05.14 to 22.12.14 by the enquiry



officer in accordance with the settled rules of natural justice and she was given reasonable opportunity to prove her innocence but she failed to do so and charges were found proved by the enquiry officer who after completing the enquiry submitted findings as well as enquiry report dated 15.06.15 along with complete enquiry proceedings to the competent authority and General Manager of the Bank. Presenting officer and defense have submitted their written briefs which were considered by the disciplinary authority in a detailed manner and the charges were found fully established against the work lady by the disciplinary authority. Charged work lady was present in the enquiry. Presenting officer had submitted 61 documents in the enquiry and documents were marked as exhibit ME-2 to ME-61 where as defense has submitted 9 documents marked as exhibit DE2-DE10. During the enquiry Sarvsri Shri Ved Ram has been examined as MW1, Durgesh Tomar as MW2 and Anil Kumar as MW3 and Sri R K Sharma as MW4. Defense side has not produced any oral witness in support of her case. The work lady was given reasonable opportunity to cross examine the management witness and to examine her own witness and to file documents in enquiry. The disciplinary authority after considering the whole records available on the enquiry file issued a letter dated 17.06.2015 along with copy of enquiry findings to work lady for submission of her representation which was submitted by her vide letter dated 13.07.2015. The submissions given by work lady after receipt of enquiry findings were not found satisfactory and the disciplinary authority after being satisfied himself that full, fair and proper enquiry has been held and considering the gravity of the charges leveled against the work lady and finding that the charges were proved against her in the enquiry and also finding that no extenuating circumstances exist in favor of work lady has been awarded penalty of removal from service which shall not be disqualification of her future employment along with the fine of Rs 20,050.50 paisa by order dated 22.09.15. Appeal preferred by work lady also not found favor and thus rejected by the appellate authority by order dated 30.04.16. It is also submitted that the competent authority and the General Manager of the Bank took action for imposition of the above punishment after giving full opportunity to the employee to defend her case by following disciplinary rules and rules of natural justice.

5. It is particularly mentioned that much emphasis was given by the bank on the point that an act of misappropriation of funds done temporarily or otherwise cannot be tolerated in the banking sector and since the employee holds a position of trust where honesty and integrity are in built requirements of proper functioning in the bank and in case charge of misappropriation is proved against the employee of the bank the same cannot be dealt with leniently and the misconduct as such has to be dealt with iron hands.
6. On the basis of above it has been pleaded by the bank that entire disciplinary action held against the work lady is just, fair and legal and do not require any interference at the hands of This Tribunal.
7. In this case various opportunities were given to union / work lady to adduce her documentary/oral evidence in support of their claim petition but for the reasons best known to them they did not avail such opportunities by presenting themselves on the date fixed in the case before the tribunal.
8. On 19.06.18 when case was taken for hearing neither the union nor the work lady was present in the Tribunal nor any evidence was adduced by the work lady hence opportunity to adduce evidence by her was closed. The AR for the management was present and made an endorsement on the order sheet that no evidence will be given in the case.
9. I have heard the arguments for the representative of the bank.
10. After considering the whole pleadings of the contesting parties it is very much clear that it is case of no evidence and under these circumstances the Tribunal is left with no other option but to decide the reference against the union/ work lady for want of proper evidence in support of their case. It is therefore held that the union/ work lady have failed to prove their case. Accordingly it is held that the action of management of Gramin Bank of Aryavart, Lucknow in removing the workman Smt. Arnkashya Markandey Singh from service vide Penalty Order dated 22.09.2015 is legal & justified.
11. Accordingly the reference is decided against the union/work lady holding that they are not entitled for any relief.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 25 जुलाई, 2018

**का.आ. 1150.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पूर्वी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 59/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.07.2018 को प्राप्त हुआ था।

[सं. एल-41012/28/2000-आई आर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 25th July, 2018

**S.O. 1150.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 59/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the management of North Eastern Railway and their workmen, received by the Central Government on 25.07.2018.

[No. L-41012/28/2000-IR (B-I)]

B. S. BISHT, Section Officer

#### ANNEXURE

#### BEFORE SHRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, KANPUR

ID No. 59 of 2012

#### Between :

Sh. Pawan Kumar Balmik,  
C/o Sh. Balgovind Bajpai,  
59/47, Birhana Road,  
Kanpur (U.P)

#### And

The Sr. Section Engineer,  
North Eastern Railway,  
Anwarganj, Railway Station,  
C.P.A., Kanpur (U.P).

#### AWARD

1. Central Gov, MOL, vide notification no. L-41012/28/2000- IR (B-I) dated 05.07.2012 has referred the following Industrial Dispute to this Tribunal for adjudication.
2. “Whether the action of the management of North Eastern Railway, Kanpur is imposing the penalty of removal from service upon Shri Pawan Kumar Balmiki vide their order dated 25.07.98 is legal and justified? To what relief the workman is entitled?”
3. The case of worker in short is that he was working at the post of wheel Taper in CPA, N.E.R Anwarganj, Kanpur, under the supervision and control of Shri P.Lal, Senior Section Engineer( here in after referred to as SSE for the sake of brevity). The relations of the concerned workman with SSE Shri P.Lal were strained for the reasons best known to him and for the same Shri P. Lal was harboring ill will against the concerned workman. The concerned workman on 1.09.97 only attended the office and marked his attendance in the attendance register when Shri P.Lal, SEE in an unauthorized manner asked the concerned workman to quit the place of work without any reasons or rhyme and deliberately did not allow the concerned workman to perform his work on 1.09.97. The workman concerned requested repeatedly not to extend such arbitrary behavior in the concerned workman but all in vain, and the concerned workman was not allowed to perform his work even on 2.09.97 and 3.09.97 in the fashion. The concerned workman in the compelling circumstances having left with no other option reported the matter to the General Manager on 3.09.97 through registered post by name. The said report dated 3.09.97 of the concerned workman was followed by repeated reminders dated 16.09.97, 16.10.97, 9.11.97, 22.11.97 and 14.12.97 but the said representations are lying kept un disposed of at the hands of superior officers of the Railway. Not only it, but its copy was also sent to the various authorities of the Ministry of Labor, including Hon’ble President of India etc., but nothing positive has so far been done in the matter.
4. It is further alleged that in representations dated 3.09.97, 16.09.97, 16.10.97, 9.11.97, 22.11.97 and 14.12.97 addressed to the disciplinary authority it was specifically mentioned that the worker be permitted to resume his duties with further request that he be allowed the benefit of 6<sup>th</sup> pay commission but all in vain. The management instead of enquiring the matter, issued false, bogus and illegal charge sheet dated 28.11.97 in a fancy manner on the basis of false report of senior section engineer Shri P Lal dated 8.11.97 which formed illegal disciplinary action and ultimately the worker was finally removed from the railway service on 27.07.98. Appeal against the order of removal was not disposed off in a fair manner.
5. Apart from above it is further pleaded by the worker that a charge sheet is without any basis and has been issued with bias and malafide intention, charge sheet suffer from legal requirements as it does not disclose the documents, the name of the witnesses etc., to be relied upon in support of the charges have not been disclosed in the charge sheet. The worker has not been afforded natural and reasonable opportunity of his defense by the

enquiry officer, according to settled provisions of law that on the ground of unauthorized absence a permanent government employee cannot be removed from service instead lesser punishment can be awarded if charge is found to be proved, the charge sheet suffers from laches and delay, enquiry officer has acted as prosecutor in as much as no presenting officer was appointed, during the course of enquiry all the witnesses including complainant Shri P. Lal were remained present throughout before the enquiry and the evidence of witnesses were recorded in their presence which is not just, fair and proper in the eye of the law, the finding of the enquiry officer is perverse as inquiry officer has not evaluated the evidence and materials available on the record. It is further pleaded that the punishment of removal award to the worker is highly excessive and disproportionate considering the gravity of misconduct.

6. On the basis of above the worker has prayed that the order of removal read with order of appellate authority be set aside and the worker be directed to reinstate in the service with full back wages and continuity of service along with consequential relief.
7. Opposite party has filed written statement where in allegation of worker of strained relationship against Sri P. Lal Senior Section Engineer has been denied. Worker has only made signature on 1.09.97 and did not work since 1.09.97. The workman himself willingly and deliberately did not attend the duty. It is also denied that Sri P. Lal lodged a false report on 8.11.97 against worker and it is admitted by the railway that workman was removed from service on 27.08.97. It is also denied that the appeal of worker was not disposed off fairly and properly. Worker did not join his duties despite request of various officers as well as on the request of Sri P. Lal also and in case worker failed to join his duties the department is not liable for it as the department never refused to give the duty to the workman. Worker was given full opportunity for his defense in disciplinary proceedings and the enquiry officer made an enquiry lawfully after giving full opportunity to the worker to lead his evidence as such enquiry was just and fair. Finding of enquiry officer and appellate authority are law full.
8. On the basis of above the management has prayed that the claim petition of the worker be rejected with cost.
9. Worker has filed rejoinder where in nothing new has been pleaded. The worker along with rejoinder has filed original postal receipt and copy of representation dated 1.10.97.
10. Management per list dated 28.02.2013 has filed 22 documents which are in shape of photocopies with request that original of the same will be produced at appropriate stage.
11. Worker per list dated 23.04.12 has filed 8 documents which will be discussed at appropriate stage.
12. Management has again filed photocopy of 11 documents vide list dated 07.01.14.
13. Considering the pleading of the parties by order dated 14.12.15 a preliminary issue whether the domestic enquiry conducted by management is fair and proper framed but the representative for the worker the same day moved an application admitting that the enquiry conducted by management against the worker is just and fair and according to rules of natural justice.
14. Therefore, it is held that the enquiry conducted by the management is just and fair and in accordance with the principles of natural justice.
15. I have heard the arguments of both the parties and have considered the documents on record.
16. On perusal of record it appears that the management has filed complete inquiry file. The charge sheet given to the worker is with regard to the continuous absence of worker from his duties since 01.09.97, and the charges were handed over to the worker on 27.11.97. Paper no. 5/3 filed by the management is notice issued to the worker showing his unauthorized absence from 01.09.97 to 07.10.97 which was not received by the worker and he refused to accept it.
17. Management during the course of domestic inquiry has examined 7 witnesses in support of charges and the worker has examined 4 witnesses in support of his defence. During the inquiry the worker was also given opportunity to join his duties immediately but worker has refused to join duties on the ground that his case is pending and without consultation his lawyer he cannot resume his duties.
18. On the basis of evidence adduced by both the parties enquiry officer has submitted his report with the findings that charge framed against the worker for his unauthorized absence from 01.09.97 is proved and on receiving this report the disciplinary authority issued notice to the worker and vide order dated 25.07.98, has upheld the findings of the enquiry officer and punishment of removal from service was inflicted upon the worker for his unauthorized absence since 01.09.97.
19. The finding of the enquiry officer has been examined by the tribunal and after giving anxious consideration, the tribunal is of the view that the finding of the enquiry officer do not suffer from any illegality and it has rightly been up held by the disciplinary authority.

20. One very important aspect in the charge sheet as well as in the finding of inquiry officer and finding of disciplinary authority is that from the very beginning unauthorized absence of worker is shown since 01.09.97 and inquiry commenced after issuing charge sheet dated 27.11.97 and before it notice was issued to the worker regarding his unauthorized absence on 07.02.98 for his unauthorized absence since 01.09.97, which clearly indicates that after 37 days of unauthorized absence of worker notice was issued and ultimately charge sheet was given and finally worker was punished by way of removal from the service after holding domestic inquiry which apparently makes it clear that only for the unauthorized absence of 37 days worker has been removed from the service and period of his absence during inquiry cannot be counted as department has already initiated domestic inquiry after submission of notice dated 07.10.97 and charge sheet dated 27.11.97.
21. Learned authorized representative for the worker has requested this tribunal to exercise the powers conferred upon the tribunal under section 11-A of the Industrial Disputes Act, 1947, considering the gravity of the charges and the punishment awarded to the worker.
22. He also requested the tribunal to reduce the punishment as worker was a petty employee in the management and has suffered a lot after his removal and he has become penny to mouth and is struggling hard for his lively hood and for his family also.
23. Considering the above facts and circumstances and especially considering the fact that just for his unauthorized absence for a very short period which is 37 days management has initiated departmental inquiry as a result of which he has been removed from the service of the railway, the punishment of removal awarded to the worker appears to be quite harsh and unexpectedly disproportionate to the proved misconduct on the part of the worker which is simply for his unauthorized period of absence for 37 days only.
24. It has been admitted by the authorized representative for the worker that the worker has already attained the age of superannuation, therefore, it would be just and proper in the eye of law and in the interest of justice that the punishment of removal from service awarded to the worker, in exercise of powers u/s 11-A of the Act, is modified to the extent that the worker instead of removal from the service of the railway, worker is awarded punishment of compulsory retirement with all the superannuation benefits including pension, gratuity, leave encashment, fund etc., as applicable under rules from the date of punishment of removal from service awarded to the worker.
25. Reference is answered accordingly and award is passed.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 26 जुलाई, 2018

**का.आ. 1151.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोटक महिंद्रा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, दिल्ली के पंचाट (संदर्भ संख्या 69/2013) अनुरूप को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2018 को प्राप्त हुआ था।

[सं. एल-12012/121/2012-आई आर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 26th July, 2018

**S.O. 1151.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 69/2013) (Comp.) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Delhi as shown in the Annexure, in the industrial dispute between the management of Kotak Mahindra Bank and their workmen, received by the Central Government on 26.07.2018.

[No. L-12012/121/2012-IR (B-I)]

B. S. BISHT, Section Officer

#### ANNEXURE

#### BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 69/13 (Comp.)

Jai Kumar Sharma,  
s/o. Shri S.K. Sharma,  
43, Viklaslok Lane No.2, Shahtradhara Road,  
Dehradoon

...Workman/Claimant

**Versus**

Kotak Mahindra Bank,  
Through its Managing Director,  
Kotak Infinity Building No.21, Zone 4,  
Second Floor, Infinity Park,  
Western Express Highway,  
Gen.K.A.Vaidya Marg,  
Malad, East Mumbai

...Management/Respondent

### AWARD

Briefly stated facts of the case are that vide letter No.L-12012/121/2012-IR(B-1) dated 16.05.2013, an industrial dispute was referred for adjudication to Central Government Industrial Tribunal cum Labour Court No.2, New Delhi under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) and terms of the said industrial dispute are as under:

‘Whether the action of the management of Kotak Mahindra Bank by transferring of workman from Meerut to Tamilnadu (Namakkal) under the guise of following management policy amounts to an unfair labour practice and is unjustified ? If so, to what relief he is entitled to ?

2. Both parties were put to notice and the claimant., Shri Jay Kumar Sharma filed his statement of claim, whereas the Management resisted the claim by filing written statement.

3. During pendency of the aforesaid reference, the claimant herein moved a complaint under Section 33-A of the Act, stating that with a view to victimize the claimant, the management terminated the services of the claimant vide order dated 17/5/2013, which act of the management is illegal because no inquiry was held by the management prior to the said order and even no chargesheet, notice or memo was issued by the management to the claimant prior to his dismissal. The claimant has been unemployed since the date of his termination despite his best efforts to get a suitable employment. Prayer has been made for quashing/setting aside of the impugned order of termination dated 17/5/2013 and for directing the Management to reinstate him with all consequential benefits.

4. In the reply to the complaint, it has been stated by the Management that the services of the claimant were transferred from Meerut to Namakkal considering the business exigencies and as per Management transfer policy, without affecting any change in other terms and conditions of appointment letter dated 18/2/2011 issued to the claimant. It has been stated that the claimant is not a workman within the definition of Section 2(s) of the Act because he was appointed as a Manager in the Bank on handsome monthly salary of Rs.44693/- in addition to other perks like PF, gratuity etc. which are given to a person who is employed in managerial and administrative capacity. The claimant was issued letters dated 16.7.2012, 6.8.12, 6.12.12 and 25.1.13, calling him to resume duty and on the contrary, he showed obdurate refusal to report for duty, compelling the Management to draw a presumption that the claimant had abandoned the services on his own accord, thereby violating clause 4 of the appointment letter issue to him. It has been alleged that termination of services of claimant has been effected on the basis of contract of employment and there is no illegality at all on the part of the Management Prayer has been made for dismissal of the application under Section 33-A of Act.

5. In view of the provisions of Section 33-A of the Act, the instant complaint was/is treated to be a dispute as referred to this Tribunal in accordance with the provisions of the Act. As such, this Tribunal is required to submit the Award to the appropriate Government.

6. It is worthwhile to mention here that number of opportunities were granted to the Claimant to lead evidence in support of the industrial dispute as referred to by the Government as also in relation to the instant complaint under Section 33-A of the Act to show that his termination was illegal. However, the claimant/complainant failed to adduce any evidence. Perusal of the record shows that the claimant did not appear before the Tribunal from 12/1/2017 onwards despite the fact that matter was adjourned time and again and ultimately this Tribunal was constrained to reserve the matter for passing the award as it seemed that the claimant was not at all interested in the progress of the matter. The law is fairly settled that if a party to a case does not enter the witness box or examine any other witness in support of the stand taken in the respective pleadings, in that eventuality this Tribunal is bound to draw adverse inference against the said party.

7. In view of the fact that the claimant/complainant has not led any evidence in support of his case, this Tribunal is constrained to pass No Dispute Award in the matter. Since the matter has not been decided on merits, there will be no bar for the claimant to file afresh claim petition in accordance with law for adjudication of the controversy in issue or to seek any other relief to which he is otherwise entitled to. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 of the Act.

Dated 15.05.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 26 जुलाई, 2018

**का.आ. 1152.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एण्ड जयपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, पटना के पंचाट [संदर्भ संख्या 02 (सी) ऑफ 2017] को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2018 को प्राप्त हुआ था।

[सं. एल-12025/01/2018-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 26th July, 2018

**S.O. 1152.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [I.D. Case No. 02 (c) of 2017] of the Central Government Industrial Tribunal-cum-Labour Court, Patna as shown in the Annexure, in the industrial dispute between the management of State Bank of Bikaner & Jaipur and their workmen, received by the Central Government on 26.07.2018.

[No. L-12025/01/2018-IR (B-I)]

B. S. BISHT, Section Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

#### I.D. Case No. 02 (C) of 2017

**Between The Assistant General Manager State Bank of Bikaner & Jaipur, Regional Office, Natraj Building, 3<sup>rd</sup> Floor, Opp. Kulharia Complex, Ashok Rajpath, Patna-800004 and their workman Sri Abhay Pratap Singh, S/O- Late Kamta Singh, Vill.- Sheikhpura, P.O- Dhelwan, P.S- Ram Krishna Nagar, Dist.- Patna-800020.**

For the management : Mr. Kumar Satyam, S.B.I, R.B.O Manager (HR) Reg.-1, Patna  
For the workman : Sri B. Prasad, Bank Employees Federation, Bihar  
**Present** : Vishweshwar Nath Mishra  
Presiding Officer, Industrial Tribunal, Patna.

#### AWARD

#### Patna, dt- 19<sup>th</sup> February, 2018.

1. The present case has been filed u/s- 2A ( 1 & 2 ) of the Industrial Dispute (Amendment) Act, 2010 by the aforesaid workman who seeks relief of reinstatement, regularisation and payment of due wages.
2. Matter was raised by the workman before the Regional Labour Commissioner (Central), Maurya Lok, Patna [for short RLC (C)], who issued notice vide file no.- 2/80/2015/RLC dt- 2 / 3.11.2016.
3. As per para-5 of claim petition the workman has stated that as the period of more than 45 days has passed with no sign. of any settlement, the workman prefers an application before this tribunal as per the provision of section 2A (1 & 2) of the Industrial Disputes ( Amendment ) Act, 2010.
4. As per statement of claim of the workman, he has stated that he was orally appointed to discharge the duties of a peon at P.C. Colony, Kankarbagh, Patna Branch w.e.f. 01.11.2014. Workman raised the point mentioned in the aforesaid para and has stated that the management employed the workman as there was no permanent subordinate staff at P.C. Colony Branch. Workman is seeking relief in this court for his reinstatement in the service of the Bank as a peon/ messenger with back wages, regularization of service, etc.
5. On 01.11.2017 workman appeared and filed withdrawal petition on behalf of the management Mr. Kumar Satyam, S.B.I RBO, Manager (HR) Sub. Reg.-1 Patna also appeared.
6. In presence of both the parties, evidence was recorded on the point of withdrawal petition filed by the workman.  
W.W-1 Sri Abhay Pratap Singh the workman himself has been examined, cross-examined and discharged.
7. From perusal of the record, it appears that workman filed a petition u/s- 2A ( 1 & 2 ) of the Industrial Dispute (Amendment ) Act, 2010, on the ground mentioned in the aforesaid claim petition. W.W-1 Sri Abhay Pratap Singh has stated that same nature of case has already been going before the CGIT No.-1 Dhanbad and for that reason he wants to

withdraw the case before the Industrial Tribunal, Patna. In cross- examination he has stated that this case is being withdrawn without any pressure.

8. In view of the aforesaid, facts & circumstances of this case, I find that as the same dispute is pending before the CGIT-I Dhanbad for decision, the prayer of the workman to withdraw this I.D Case No.- 02 ( C ) of 2017 pending before this tribunal is hereby allowed. This being the situation it is held that presently there is “ No Dispute “ between the parties. Hence, “ No Dispute Award ” is hereby passed. This award is effected after gazette notification/ publication of award.

Accordingly, this is my award.

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1153.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, दूरसंचार जिला, भुवनेश्वर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 08/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.07.2018 को प्राप्त हुआ था।

[सं. एल-40012/204/2000-आई आर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 27th July, 2018

**S.O. 1153.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 08/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the General Manager, Telecom District, Bhubaneswar and their workmen, which was received by the Central Government on 19.07.2018.

[No. L-40012/204/2000-IR (DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

##### Present:

Shri B.C. Rath,  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar

#### INDUSTRIAL DISPUTE CASE NO. 08/2000

#### Date of Passing Award – 25<sup>th</sup> June, 2018

##### Between:

The Management of the General Manager,  
Telecom District, Door Sanchar Bhawan,  
Unit-IX, Bhubaneswar (Orissa) – 751 007

...1<sup>st</sup> Party-Management

##### (And)

Their Workmen represented through the  
President, Orissa Door Sanchar Astai Mazdoor Sangh,  
(BMS), Sector-A, 219, Mancheswar Industrial Estate,  
Bhubaneswar (Orissa)

...2<sup>nd</sup> Party-Union

##### Appearances :

Asst. General Manager, Administration ... For the 1<sup>st</sup> Party-Management.

Shri Arjun Sahoo, President, ODMAS ... For the 2<sup>nd</sup> Party-Union.

### AWARD

The Government of India in the Ministry of Labour vide its letter No. L-40012/204/2000 – IR(DU), dated 09.08.2000 in exercising its authority conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short “The Act”) have referred for an adjudication of an industrial dispute “Whether the action of the management by disengaging or removing the disputants who have rendered continuous service of 10 to 11 years from their services is justified? If not, to what relief the workmen are entitled”?

2. The factual matrix, shorn of unnecessary details, as revealed from the statement of claim of the 2<sup>nd</sup> Party-Union is that the disputant workmen were engaged and working as casual workers for a period of more than ten/eleven years in different offices of the 1<sup>st</sup> Party-Management of the Department of Telecom, Orissa Circle situated through-out the State till they are retrenched from their services. During the tenure of their employment the disputants were working under the direct control and supervision of the officials of the 1<sup>st</sup> Party-Management. They were also issued commendations and certificates of experience for their such continuous job by the officials of the Management. Their engagement was continuous for more than 240 days in each calendar year. They are qualified for their respective works and posts which they were holding. They discharged duties entrusted to them with utmost care and satisfaction of the Management. Though their wages was fixed on daily wage basis, payment of their wages was made at the end of each month for which they worked. Since, the work/duty discharged by them was permanent and perennial in nature, the 2<sup>nd</sup> party-Union put-forth a demand for absorption and regularization of the disputant workmen in their respective posts held by them. Besides, there was a demand for equal pay for equal works as the disputants were discharging the same duties as performed by the permanent employees of the Management. The conduct of the Management in engaging the disputants on casual basis for a long period with sole object of depriving them from permanent absorption was an act of unfair labour practice. Hence, when the 2<sup>nd</sup> party-Union raised a dispute before the Asst. Labour Commissioner (Central) for regularization of service of the disputants, the 1<sup>st</sup> Party-Management retrenched them without complying the provisions of Section 25-F of the Act. As the conciliation effort between the parties was failed before the A.L.C(C), the dispute has been referred for its adjudication by the Tribunal. In their statement of claim the disputants have made a prayer for their reinstatement with back wages as well as regularization of their services.

3. Refuting the allegations raised in the statement of claim the 1<sup>st</sup> Party-Management has filed its written statement. It is the stand of the Management that the disputants were not engaged continuously for years together. The work of the department is carried out by its regular staffs. At times casual labours from open market are being engaged on daily wage basis to assist the regular staffs. Further, it has been contended that as per the circulars issued by the Ministry of Telecommunication from time to time the officers of the Management are prohibited with effect from 1.4.1985 to engage any casual worker for more than hundred days in a calendar year and as such, there was no occasion on the part of the officials of the Management to engage the disputants continuously for ten to eleven years. Similarly, the officers of the department were not also authorized to issue experience certificate or commendations. In case of certain exigencies daily/casual labourers are being engaged by the officers of the Management. But, such engagement was never continuous and uninterrupted in view of the circulars of the Department. Some works of the Management are also executed through the contractors who in turn take assistance of casual labourers and such casual labourers worked under the direct control and supervision of the contractors. Thus, there was no relationship of “employer and employees” between such casual labours and the 1<sup>st</sup> Party-Management. The disputants having not been engaged continuously for a period of 240 days in any calendar year, there was no need of compliance of the provisions of Section 25-F. Hence, prayer has been made by the Management for rejection of the Statement of claim.

4. On the aforesaid pleadings of the parties issues as mentioned below are settled for just and proper adjudication of the dispute.

### ISSUES

1. Whether the President of the Orissa Doorsanchar Asthai Mazdoor Sangha is competent enough to raise the dispute?
2. Whether the disputants rendered continuous service from 10 to 11 years.
3. Whether the action of the Management by disengaging or removing them is justified?
4. What reliefs the disputants are entitled to?
5. The 2<sup>nd</sup> party-Union has examined one of the disputant namely Surendra Kumar Sahoo as W.W.-1 to establish its claim, whereas the Management has examined its Asst. General Manager (Administration) as M.W.-1 and filed copy of the letter of the office of the Director General Posts and Telegraphs dated 30.3.1985 regarding engagement of casual labourers, copy of the office Memorandum of the Ministry of Communication, Deptt. of Telecom, dated 15.6.1999 and copy of the office Memorandum of the Deptt. of Telecommunications dated 12.2.1999 which are marked as Ext.-A to Ext.-C to counter the claim of the 2<sup>nd</sup> party-Union.



**FINDINGS**

6. All the issues are taken for consideration simultaneously for the sake of convenience as findings of the issues are inter-related to each other.

As per the pleadings advanced in the statement of claim the core issue raised by the 2<sup>nd</sup> party-Union is that though the disputants had worked continuously for more than 240 days in a calendar year preceding to the alleged retrenchment of the disputants and each disputant having served for more than ten years continuously the alleged retrenchment was illegal and unsustainable in the eye of law on account of non-payment of notice pay and retrenchment compensation to the disputant when they were retrenched. It is well settled by the Hon'ble Apex Court in a catena of decisions including in the case of Range Forest officer –versus- S.T. Hadimani 2002 (93) FLR 179 SC that the initial burden of proof is on the workmen to show that they had completed continuous 240 days of services. In this regard the 2<sup>nd</sup> party-Union is found to have solely relied upon the oral testimony of W.W.-1 who is stated to be one of the disputants. No document or a single scrap of paper except self assertion of W.W.-1 is led in the evidence of the 2<sup>nd</sup> party-Union to establish that the disputants were ever engaged or appointed by the 1<sup>st</sup> Party-Management to work or to discharge a duty of casual labour. No proof of receipt of wages or salary for 240 days in a calendar year or registers showing attendance of the disputants in the establishment of the Management is produced by the 2<sup>nd</sup> party-Union. When the 1<sup>st</sup> Party-Management has denied the continuous engagement of the disputants for 240 days in any calendar year, it is for the 2<sup>nd</sup> party-Union to prove through the records either available with them or making a prayer to the Tribunal for directing the Management to cause production of such records available with them to prove the attendance of the disputants for more than 240 days. In the case at hand it is seen that the 2<sup>nd</sup> party-Union has only filed an affidavit of W.W.-1 in regard to continuous engagement of the disputants. Such self served assertion cannot be regarded as sufficient evidence for any Court or Tribunal to come to a conclusion that the disputants had, infact, worked for 240 days in a calendar year or they were employed or engaged or appointed by the Management and they served the departments of the Management for ten to twelve years continuously by such engagement. Moreover, it is elicited from the cross examination of W.W.-1 that he was giving attendance in the attendance registers maintained by the Management. He was paid wages daily through vouchers. Materials were issued in his name for the store for cable work. Be that as it may, records in the above aspects must be available in the office of the 1<sup>st</sup> Party-Management. The 2<sup>nd</sup> party-Union could have approached this Tribunal for causing production of those documents from possession of the Management to establish the continuous engagement of W.W.-1 and other disputants. Undisputedly, in no point of time the 2<sup>nd</sup> party-Union had ever moved a petition for a direction to the Management for production of those attendance register, wage register, vouchers and store registers to prove the claim advanced by W.W.-1 in his oral affidavit.

7. In terms of Section 25-F of the Act an order retrenching a workman would not be effective unless the conditions precedent there for are satisfied. Section 25-F postulates the following conditions to be fulfilled by an employer for effecting a valid retrenchment:

- (i) One months notice in writing indicating the reasons for retrenchment or wages in lieu thereof;
- (ii) Payment of compensation equivalent to fifteen days average pay for every completed of continuous service or any part thereof in excess of six months;

8. Apart from examining himself in support of his contention neither W.W.-1 nor the 2<sup>nd</sup> party-Union has filed any document or call for any documents from the office of the Management including the muster roll or wage roll. On the other hand, W.W.-1 has admitted in his cross examination that regular departmental line-man were under employment of the Management. As such, it can be safely be said that the 2<sup>nd</sup> party-Union has failed to discharge its initial burden of proof. On the other hand, M.W.-1 has categorically stated in his evidence that the departments of the Management are prohibited to engage any labour for more than 100 days in a year and in support of such claim he has relied upon the circulars issued by the Ministry of Communications, Deptt. of Telecommunications marked as Ext.-B and Ext.-C . Perusal of Ext.-B reveals that officers of the Management are not competent to engage casual labourers for more than 100 days in a year and such prohibition is in force from the year 1985. In that view of the matter it is hard to believe the claim of the disputants without any credible evidence or documents that they were, in fact, engaged continuously for more than 240 days in a year and their such engagement was continuing for ten to twelve years.

9. That apart, it cannot be over-sighted that there are totally 212 workmen and W.W.-1 has claimed in his bald statement that all of them were serving continuously under the 1<sup>st</sup> Party-Management for ten to twelve years. In view of the principle set out by the Hon'ble Apex Court that initial burden of proof is on the workman to show that he had completed 240 days of service in a calendar year, such bald statement cannot shift the burden on the Management to establish that the disputants were not engaged for 240 days continuously. Further, neither the evidence of W.W.-1 nor the pleadings advanced in the statement of claim reveals the date on which the disputants are alleged to have been retrenched. In the above back-drop of insufficient evidence advanced by the 2<sup>nd</sup> party-Union it cannot be said or held that any of the 212 workmen were ever engaged and worked under direct control and supervision of the 1<sup>st</sup> Party-Management or their such engagement was for more than 240 days continuously in a calendar year or they worked for the Management for more than ten to twelve years. When such employment of the disputants are not established for more

than 240 days continuously in a calendar year, retrenchment, if any, without notice pay and retrenchment compensation cannot be held illegal or unjustified. Hence, the disputants are not entitled to any relief as prayed in the statement of claim.

10. Accordingly the reference is answered.

B. C. RATH, Presiding Officer

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1154.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, एरिया मैनेजर, मैसर्स राष्ट्रीय बीज निगम लिमिटेड, वारंगल जिला एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 36/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.07.2018 को प्राप्त हुआ था।

[सं. एल-42025/03/2018-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 27th July, 2018

**S.O. 1154.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (LC No. 36/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the Area Manager, M/s. National Seed Corporation Ltd. and their workmen, which was received by the Central Government on 25.07.2018.

[No. L-42025/03/2018-IR (DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

**Present :** Sri Muralidhar Pradhan, Presiding Officer

Dated : the 28th day of June, 2018

#### INDUSTRIAL DISPUTE L.C. No. 36/2008

#### Between :

Sri E. Ramesh,  
S/o Komuraiah,  
R/o H.No.5-9-161,  
Sikhwada, Kishanapura,  
Hanamkonda,  
Warangal District

...Petitioner

#### AND

The Area Manager,  
M/s National Seed Corporation Ltd.,  
(Waranagal Unit) at Madikonda,  
Hanamkonda,  
Warangal district

...Respondent

#### Appearances:

For the Petitioner : M/s. P.V. Satyanarayana & P. Mallesham, Advocates

For the Respondent: Sri K. Lakshmi Narasimha, Advocate

**AWARD**

Sri E. Ramesh, who worked as Daily Wage Worker (who will be referred to as workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents seeking for declaring the termination order dated 21.7.2008 of the Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondent to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deem fit.

2. **The averments made in the petition in brief are as follows:**

The Petitioner workman was engaged as a Daily Wage worker by M/s National Seed Corporation Ltd., in its unit at Madikonda, Hanamkonda, Warangal District and he worked continuously for 20 years till the date of his oral termination i.e., on 21.7.2008 which was without prior notice. He was engaged for more than 240 days in every year and he is entitled for regularization. In the year 1994, the employer failed to implement the circular orders issued by the Head Office regarding payment of weightage wage to its workers, the workman and other similarly placed workers represented by the General Secretary of their union who raised a dispute, which was sent on reference by the appropriate Government, and was adjudicated by the Hon'ble Labour Court cum Industrial Tribunal, Warangal in ID No.125/1994 wherein it was held that the workers who raised the dispute are entitled for the weightage wage. The same was challenged by the employer vide WP No.19286/98 to quash the said award which was dismissed. An application for execution of the award was filed before the executing Court under Sec.11-B of the Industrial Disputes Act, 1947 which was registered as E.P. No.9/2008. The employer has tentatively deposited an amount of Rs. 1,53,152/- to the credit of the said E.P. During the pendency of WP No.19286/1998, the employer terminated the Petitioner from service on 4.4.2007. Being aggrieved the Petitioner approached the Hon'ble High Court through WP No.7165/2007 to declare the action of the employer as illegal, arbitrary etc.. and the Hon'ble High Court has been pleased to grant interim relief directing the employer to allow the Petitioner to continue in service as daily wage worker on the usual terms and conditions. As such, the Petitioner was continued in service till he was again terminated from service. Hence, it is prayed to direct the employer to reinstate the Petitioner into service with back wages by granting interim relief to continue in service pending disposal of the present dispute and also grant such other reliefs as the Hon'ble Court may deem fit and proper.

3. **The Respondents filed counter with averments in brief as follows:**

The Respondent in its counter while admitting some of the facts to be true has stated that NSC has terminated the services of the workman without prior notice. As per the procedure 3 months notice was issued to the workman by 1.11.2006. Since he has refused to take the order, the same has been displayed in the notice board intimating that the daily wage casual labour service is not required from 22.1.2007 onwards since they are not regular employees of the Respondent. Depending upon the work at Seed Processing Unit, the workmen were being engaged on day to day actual need basis and all provisions were followed as per Minimum Wages Act including deduction of EPF and ESI. It is further stated that the service conditions etc. of the employees of the Respondent corporation are governed by special rules as per NSC Service Rules. There are no posts of casual or adhoc employment in the corporation. The Petitioner was not engaged in terms of rules. He was employed on daily wage on need basis for the purpose of processing of seed i.e., cleaning grading and packing of seeds. It is purely temporary and on adhoc basis. As per the policy decision vide H.O. letter 16(9)/NSC/Engg/05-06 to call for tenders of these types of works to discontinue with the daily wage working system. From 22.1.2007 the contractor of M/s Thrupti Enterprises took over the job specified in the Tender. Therefore, w.e.f. 22.1.2007 the services of the Petitioner workman were dispensed with. With the above averments the Respondent has submitted for dismissal of the claim petition in limini.

4. The Petitioner got examined himself in chief as WW1 and got marked eight documents as Exs.W1 to W8 and marked another documents as Ex.W9 through the management witness. The Management also examined Sri K.B. Vaidya, Regional Manager as MW1 and Sri Radhey Shyam, Regional Manager as MW2 and marked five documents as Exs.M1 to M5 on its behalf.

5. I have already heard arguments from both the sides. The Petitioner has also filed written notes of arguments in support of his claim.

6. **The points for determination in this case are:**

- I. Whether the action of the management of M/s National Seed Corporation Ltd., in terminating the services of the Petitioner Sri E. Ramesh with effect from 21.7.2008 is legal and justified?
- II. Whether the Respondent has not complied the mandatory provisions of Sec.25F of the Industrial Disputes Act, 1947 while terminating the Petitioner from service?
- III. Whether the Petitioner is entitled to get any relief or not?

7. **Point No.I** : The Learned Counsel appearing on behalf of the Petitioner contended that the Petitioner workman was engaged as a daily wage worker by the Respondent management and he worked continuously for a period of 20

years till the date of his oral termination without serving prior notice. The Petitioner was engaged for more than 240 days in every year and he is entitled for regularization. In the year 1994 the Respondent employer failed to implement the circulars/orders issued by the head office regarding payment of weightage wage to its workers, the workman and other similarly placed workers representation by the General Secretary of their union who raised a dispute which was referred by the appropriate Government and was adjudicated by the Labour Court cum Industrial Tribunal, Warangal in ID No.125/1994 wherein it was held that the workers who raised the dispute are entitled for weightage wage. The employer challenged the said order by filing WP No.19286/98 to quash the award, which was dismissed by the Hon'ble Court. Thereafter, the application for execution of the award was filed under Sec.11-B of the Industrial Disputes Act, 1947. The employer has tentatively deposited an amount of Rs.1,53,152/- to the credit of the said E.P.. During the pendency of WP No.19286/1998 the employer terminated the Petitioner from service on 4.4.2007. The Petitioner approached the Hon'ble Court by filing WP No.7165/2008 to deploy the action of the employer as illegal, arbitrary. Wherein the Hon'ble Court was pleased to grant interim relief directing the employer to continue the Petitioner in service as a daily wage worker on usual terms and conditions. The Petitioner continued in service till he was again terminated from service, for which the Petitioner was compelled to take shelter in this Tribunal.

8. On the other hand, the Learned Counsel appearing on behalf of the Respondents by reiterating the averments made in the counter stated that the Respondent has not terminated the services of the workman without prior notice. It is also stated that as per the procedure three months notice was served to the workman on 1.11.2006 but as the workman has refused to receive the notice, the same was displayed in the notice board, intimating the workman that daily wage casual labour service is not required from 22.1.2007 onwards since they are not regular employees of the Respondent management depending upon the work at Seed Processing Unit, the workman was being engaged on day to day actual need basis and all the provisions have been followed as per the Minimum Wages Act, including deduction of EPF and ESI. He also contended that the service condition etc., of the employees of the Respondent corporation are governed by special rules as per NSC service rules. There are no posts of casual or adhoc employment in the corporation. The Petitioner was not engaged in terms of rules. He was employed on daily wage of need basis for the purpose of processing of seeds i.e., cleaning, grading and packing of seeds which is purely temporary and on adhoc basis. He further contended that as per the policy decision vide H.O. Letter No.16(9)/NSC/Engg/05-06 to call for tenders of these types of works to discontinue with the daily wage working system. He contended that from 22.1.2007 contractor of M/s Thrupthi Enterprises took over the job specified in the tender. Therefore, with effect from 22.1.2007 the services of the Petitioner workman were dispensed with. As per his contention, in the circumstances stated above, the workman is not entitled to get any relief.

9. From the rival contentions of both the sides it is noticed that there is pre-litigation case against the Respondent for non-payment of weightage wage to its workers. Therefore, the workers of Warangal unit including the Petitioner represented by their union raised dispute and on failure of the conciliation the appropriate Government referred the dispute to the Labour Court at Warangal and the said reference was adjudicated in ID No.125/1994 and on 26.2.1998 award was passed vide Ex.W3 in favour of the workers. The award was published vide G.O.Rt.No.560 dated 18.3.1998 vide Ex.W4. Being aggrieved by the said award the Respondent filed WP No.19286/1998 which was dismissed on 21.8.2007 vide Ex.W5. Thereafter the workers including the Petitioners represented by their union filed E.P.No. 9/2008 under Ex.W6 for recovery of weightage wage due under the said award. In the above said E.P.No.9/2008, the Respondent filed memo dated 5.6.2008 vide Ex.W7 and deposited the amount towards payment of weightage wage due to the workers including the Petitioner. MW2 in his cross examination also admitted the above fact. The relevant portion of the admission of MW2 is reproduced below:

*"It is true that Ex.W3 is the copy of the award passed by the Labour Court, Warangal in I.D.No.125/1994 (the witness adds) that it is quite different case. It is not true to suggest that it is not a different case and I am deposing false. It is true that the Writ filed questioning the correctness of the Ex.W3 award by us has been dismissed by virtue of Ex.W5 judgement. It is true that as per the Ex.W3 award we are to pay weightage wages to the workmen including the Petitioner, who are the Petitioners in the said proceedings. It is true in execution of the said award, we deposited Rs.1,53,152/- to the credit of E.P. No.9/2008 for benefit of 8 workers including the Petitioner. Ex.W7 is the Memo which shows that an amount of Rs.34,088/- has been deposited for the Petitioner towards weightage wage due to him from 1994-95. It is not true to suggest that my contention that the Petitioner is casual labour is not correct."* The above admission of MW2 find support from the argument advanced by the counsel for the Petitioner as Ex.W7 the memo, the Petitioner worked for more than 240 days in every calendar year since 1994-95. The Petitioner has also completed more than 240 days from the year 1994 till the year 2007-08. The evidence of MW1 also reveals that they have taken EPF, ESI contribution from the salary of the workman. MW2 has admitted that it is true that they have their own provident fund trust and the Petitioner is the member of the said Provident Fund Trust and they made contribution for him. This admission of MW2 clearly shows that the Petitioner has been on the rolls of the Respondent management for more than 20 years - having worked for more than 240 days in every calendar year giving due contribution to EPF and ESI. Therefore in view of the long standing and continuous service of more than 20 years, and having worked for more than 240 days in every calendar year with due contribution to EPF and ESI, the services of the Petitioner should not be turned to be a casual or adhoc labourer. The Respondents have taken a stand that the head office has taken policy

decision to call for tenders for work contract and to discontinue the daily wage working system, for which Respondent has relied on Ex.M2. Ex.M3 to show that the invitation for tender of the labour contract. They also relied on Ex.M4 to show the approval of negotiated rates and directing the labour contractor to execute the agreement along with Ex.M5 the office order. From Ex.M1 to M5 it is clear that by entering into a contract labour agreement the Respondent terminated the service of the Petitioner, but at the same time MW2 in his cross examination admitted that *“The core activity of the Respondent organization is seed production, seed processing, packing, procurement and marketing. It is a long process but seasonal process.”* MW2 also volunteered that, *“Though their activity is seasonal, the Petitioner’s services might have been used during non-seasonal days for some other purpose paying wages to him in their corporation.”* From the admission of MW2 it is also clear that for core activity the Respondent corporation is perennial in nature and Section 10 (2) (b) of the Contract Labour Regulation and Abolition Act, 1970 and Section 10(1) of the A.P. Act. 10/2003 prohibits employment of contract labour on core activity of any establishment. Further Section 7 and Rule 17 of the said Act, mandates Registration of Establishment with the registering authorities and as per law the Principal employer can not employ contract labour in the absence of registration under Section 7. Further, Section 12 and Rule 21 of the said Act, also mandates obtaining of license by contract labour from the licensing officer. In the instant case the Respondent has taken a stand that they have engaged contract labour, they have not produced any evidence to show that they are in possession of the certificate as required under Section 7 of the Act. For the labour contractor, to possess license to engage contract labour granted by the licensing officer is required under Section 12 of the said Act. Ex.M9 the muster roll for the month of July, 2008 pertaining to the Petitioner and his other co-workers indicates that even though the Petitioner has been terminated, but his co-workers are working under the Respondent’s organization. MW2 in his cross examination admitted that except the Petitioner other 4 co-workers of the Petitioner are being continued in service. Therefore, the ground taken by the Respondent in terminating the Petitioner from the service to the extent that the Respondent continued the daily wage workers from time to time by calling tenders for working contract is not satisfactory. As the Respondent still continuing the four co-workers of the Petitioner in service under their establishment stand taken by the Respondent that they have issued notices prior to the termination of the Petitioner is not acceptable as the Petitioner has clearly stated that without serving any notice, the Respondent has orally terminated him from services. Section 25F of the Industrial Disputes Act, 1947 mandates giving of one month notice in writing indicating reasons for retrenchment etc., which reads as follows:

***“Sec.25F: Conditions precedent to retrenchment of workmen:- No workmen employed in any industry who has been in continuous service for not less than one year under employer, shall be retrenched by the employer until:-***

- a) The workmen has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expire; or the workmen has been paid in lieu of such notice, wages for the period of notice.***
- b) The workmen has been paid, at the time of retrenchment, compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months.***
- c) Notice in the prescribed manner is served on the appropriate Government.***

It is an admitted fact that by the date of termination the Petitioner has been on rolls of the Respondent for more than 20 years having worked for more than 240 days of working in every calendar year. The Respondent has taken the stand that they have terminated the Petitioner from service strictly following the rules, and regulations with a three months notice which has been issued to the Petitioner on 1.11.2008 through registered post, but as the Petitioner has refused to take the notice of termination, the same was displayed on the notice board stating that daily wages casual labour’s services are not required from 22.1.2007. But the Respondent has not produced the copy of the rules and regulations under which the alleged notice of termination was issued, so also no evidence has been adduced from the side of the Respondent to that effect to show the alleged termination notice dated 1.11.2008 which has been sent by RPAD. Further MW2 admitted that they have not filed any document to show that they sent notice to the Petitioner by RPAD and that the Petitioner refused to receive the same. The Respondent’s have relied on Ex.M5 to show that they have displayed the termination order on the notice board. But Ex.M5 is under the caption of office order and it does not contain any endorsement as to its displaying on the notice board. MW2 in his cross examination has also admitted that there is no endorsement on Ex.M5 to that effect, that has no specific date, when it was affixing on the notice board. Absolutely, there is no evidence on record to show that the Respondent management have complied the provisions required under Sec.25F of the Industrial Disputes Act, 1947 while terminating the Petitioner from service. Admittedly, the Petitioner has worked for more than 20 years continuously as a daily wage worker and he comes under the definition of workman under the Industrial Disputes Act, 1947. When the Respondent has accepted to retrench the workman as per the procedure under Sec.25F of the Industrial Disputes Act, 1947. No satisfactory explanation has been given by the Respondents to show that they terminated the Petitioner as per the procedure laid down under Sec.25F of the Industrial Disputes Act, 1947. Therefore, the termination or retrenchment of the Petitioner is in violation of Sec.25D of the Industrial Disputes Act, 1947. Since the Respondent has not given one month notice in writing including the reasons for

retrenchment and further the Petitioner was not paid weightage wages in lieu of the notice and retrenchment compensation of 15 days, average pay for every completed year of service, the retrenchment or termination of the Petitioner is illegal. Thus, the action of the Respondent in terminating the services of the Petitioner with effect from 21.7.2008 is not legal and justified as they have not complied with the provisions of Sec.25F of the Industrial Disputes Act, 1947.

Thus, Point Nos.I and II are answered accordingly.

10. **Point No.III:** In view of the discussion made in Point No.I and II, the Petitioner is entitled to get the benefit as required before termination of service.

Thus, Point No. III is answered accordingly.

### **ORDER**

Hence, in view of the discussion made in the above said points, I hold that the termination of services of the Petitioner with effect from 21.7.2008 is illegal and not justified. The Respondent is directed to reinstate the Petitioner into service and also directed that the Respondent should consider the Petitioner as a casual labour, and reinstate the Petitioner in service without back wages. It is further directed that the Respondent should consider the Petitioner for conversion into full time casual labour under the relevant scheme and rules. If the Petitioner is not eligible under the said rules for conversion to the full time casual labour, the Respondent is at liberty to retrench the Petitioner only by following the procedure laid down for retrenchment under the Industrial Disputes Act, 1947.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 28<sup>th</sup> day of June, 2018.

MURALIDHAR PRADHAN, Presiding Officer

### **Appendix of evidence**

Witnesses examined for the  
Petitioner

WW1: Sri E. Ramesh

Witnesses examined for the  
Respondent

MW1: Sri K.B. Vaidya  
(Eschewed from record)

MW2: Sri Radheshyam

### **Documents marked for the Petitioner**

Ex.W1	:	Photostat copy of wire order of Hon'ble High Court in WPMP No. 9127/2007 in WP No.7165/2007 dt. 9.4.2007
Ex.W2	:	Photostat copy of judgment in WP No.7165/2007 dt.11.7.2008
Ex.W3	:	Photostat copy of award of IT cum LC, Warangal in ID No.125/1994 dt. 26.2.1998
Ex.W4	:	Photostat copy of G.O.Rt.No. 560 LET & F (Lab-I) Department, dt.18.3.1998
Ex.W5	:	Photostat copy of judgement in WP No.19286/1998 dt. 21.8.2007
Ex.W6	:	Photostat copy of E.P. no.9/2008 in ID No.125/1994 on the file of IT cum LC at Warangal
Ex.W7	:	Photostat copy of memo filed by the J. Dr., in E.P. No.9/2008
Ex.W8	:	Photostat copy of counter filed by the J.Dr in E.P. No.9/2008
Ex.W9	:	Photostat copy of master roll pertaining to the month of July, 2008 in respect Petitioner workman and 4 other workers.

### **Documents marked for the Respondent**

Ex.M1	:	Photostat copy of labour contract agreement dt. 20.1.2007
Ex.M2	:	Photostat copy of letter of NSC, New Delhi dt.8.12.2005
Ex.M3	:	Photostat copy of tender advertisement dt. 23.12.2007
Ex.M4	:	Photostat copy of letter to Labour Contractor dt. 19.1.2007
Ex.M5	:	Photostat copy of office order and advertisement dt.1.11.2006 & 23.12.2007

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1155.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, नेईपीसीओ लिमिटेड के कामेंग हाइड्रो-इलेक्ट्रिक प्रोजेक्ट (काएचईपी) का प्रबंधन एवं उनके कर्मचारी के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 01/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.07.2018 को प्राप्त हुआ था।

[सं. एल-42011/148/2013-आई आर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 27th July, 2018

**S.O. 1155.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Case No. 01/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Guwahati as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Kameng Hydro-Electric Project (KaHEP) of NEEPCO and their workmen, which was received by the Central Government on 18.07.2018.

[No. L-42011/148/2013-IR (DU)]

RAJENDRA JOSHI, Dy. Director

**ANNEXURE****IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM**

**Present :** Shri Mrinmoy Kumar Bhattacharjee, M.A., LL.B.  
Presiding Officer,  
CGIT-cum-Labour Court, Guwahati.

**Ref. Case No.01 of 2014****In the matter of an Industrial Dispute between :-**

The Management of Kameng Hydro-Electric Project (KaHEP) of NEEPCO Ltd.,  
Kimi, Arunachal Pradesh

...Management

**-Vrs-**

The workmen KaHEP, NEEPCO Ltd. KIMI, West Kameng,  
Arunachal Pradesh

...Workmen

**APPEARANCES.**

For the Management : Mr.M.Z.Ahmed, learned Sr. Advocate.  
Mr. A.M.Dutta, learned Advocate.

For the Workman : Mr.J.K.Kar, learned Advocate  
Mr. H.Dey, learned Advocate.

Date of Award : 11/07/2018.**A W A R D**

1. This Industrial dispute between Sri Bulen Chandra Bharali and others and the Management of Kameng Hydro-Electric Project (KaHEP) of NEEPCO Ltd., Kimi, Arunachal Pradesh was referred by the Central Government vide Notification dated 29.01.2014/ 30.01.2014 with the following schedule.

**SCHEDULE**

*“Whether the action of the management of Kamang Hydro-Electric Project (KaHEP) of NEEPCO Ltd. Kimi, Arunachal Pradesh in bringing 13 nos. of workmen (as per list) arbitrarily under direct job contract system with a view to regularize their job in Grade-C & D at a later stage in absence of any clause in the MoU dtd. 31.3.1999 signed between Govt. of Arunachal Pradesh and NEEPCO Ltd. depriving the present set of workmen (i.e. Sh. Bulen Ch. Bharali & Ors.) under employment of M/s JNK Construction, NEEPCO Contractor is proper and justified. If not, to what relief the workmen are entitled to”*

2. On receipt of the reference, notices were sent to the relevant parties. Workmen side as well as the management appeared and submitted their claim statement and written statement respectively. The claim of the workmen, in brief, is that they were appointed by the management of NEEPCO, a Government of India Undertaking, in course of its

developmental works in Kemang Hydro Electric Project (Ka HEP) in the State of Arunachal Pradesh on different dates since the year 2000-01 on monthly wage basis. They have been working in different categories such as messenger, Clerks, Khalasi, Diesel Machine Operator, Wireman, Electrician, Guest House, Canteen Cook, Sweeper, Cleaner, Helper etc. The workmen were engaged to perform skilled as well as unskilled jobs and their services have been utilized by the management as indicated above. It was further claimed that the nature of works they were performing were of regular and perennial nature and that all of them were registered with local Employment Exchanges of State of Arunachal Pradesh. It was also stated that they have been performing the duties like regular workers who were employed in NEEPCO with higher emoluments and better facilities but the services of the concerned workmen were made to remain under contract system to deprive them of their legitimate rights and claims. The management used to directly supervise, monitor and control their works and paid wages through some “so called contractors” who were also co-workers without issuing any wage slip to the concerned workers. It was also stated that during the period of continuation of their engagement the concerned workmen made several representations to the management for regularization of their services in NEEPCO Ltd. but such requests were not considered and in this way the concerned workmen were being deprived. They have been working in the NEEPCO for last about 12 years. It was also stated that in the year 2005 the management, in an unfair and illegal manner, suddenly engaged intermediary contractors for payment of their wages. In other words, the concerned workmen, though, originally were directly engaged by NEEPCO, from the year 2005 they were shown to be engaged through contractors. Such engagement through contractors was nothing but a paper arrangement. The concerned workers were engaged by the contractors against monthly rate of wages fixed by the management and no other benefits like leave, leave wages, bonus etc. were paid to the concerned workmen. In the mean time the management of NEEPCO made recruitment of unskilled and semi skilled workers in regular rolls in Grade-C and D Posts in the Company from the different groups of contract/casual workers some of whom were even junior to the concerned workmen. It was further stated that in the relevant portion of the Agreement dated 31.3.1999 entered into between the Government of Arunachal Pradesh and NEEPCO Ltd, one of the conditions was as follows :

**“6(V)- That after deployment of the requisite skilled manpower from the existing Projects of NEEPCO, all new recruitments against the newly sanctioned posts for the Project in the categories of Grade C and Grade D shall be made through the Employment Exchanges of Arunachal Pradesh only, as per the requirement, from time to time.”**

However the management by ignoring the repeated requests of the concerned workmen to absorb them permanently in the NEEPCO, in order to divide the strength of the workers, made appointment of 13 workmen directly under the management on pick and choose basis with a partisan view. It was also stated that though all the claimants were performing perennial nature of duties they were still made to work under different service providers violating provisions of Section 25T and 25U of the Industrial Dispute Act, 1947. It was also stated that when in the year 2005 the services of the concerned workmen were shown to have been engaged through contractor, the said contractor at that point of time was not having license and to the best of the knowledge of the concerned workmen that contractor obtained license only in the year 2013. It was also stated that the agreement dated 31.3.1999 referred to above did not discriminate amongst the workers in the matter of recruitment of grade C and grade D category of post except that the workers are to be registered with the Employment Exchanges of the state of Arunachal Pradesh. Being aggrieved by the aforesaid conduct of the management the concerned workmen submitted representations to the management to dispense with the contract system and to consider their direct engagement under the management. When the management ignored the representation, the concerned workmen approached the Assistant Labour Commissioner (C), Guwahati and after efforts of conciliation failed, the concerned Assistant Labour Commissioner (C), Guwahati sent a “conciliation failure report” to the Central Government whereupon the Central Government referred the dispute to this Tribunal. The concerned workers prayed for an award directing the management to engage them directly under the management or to regularize their services with all benefit available to regular workers.

3. On receipt of the copy of the claim application, the management submitted written statement wherein allegations brought by the concerned workmen were denied. It was stated that the claimant/workers had been outsourced through M/S JNK Construction, Bhalukpung, Arunachal Pradesh by the management for the purpose of performing various skilled/unskilled jobs as per requirement from time to time. It was further stated that outsourcing of manpower through M/S JNK Constructions in the various individual wings of KaHEP are purely on need basis and such jobs are purely of temporary nature and it was the contractor who was providing manpower and wages to the concerned workmen were also being paid through the relevant contractor. It was also stated that the wages were determined as per guidelines/Notifications issued by the RLC(C), Ministry of Labour & Employment, Government of India from time to time and the total monthly bill which includes wages and other dues are being released to M/S JNK Construction for further necessary action from their end. It was also stated by the management that in terms of Clause 6(v) of the MOU dated 31.3.1999 entered into between NEEPCO and the Government of Arunachal Pradesh all new recruitments against the newly sanctioned posts for the project in the categories of Group C and D shall be made only through the local employment exchanges of Arunachal Pradesh. It was further stated that on the basis of representations of some outsourced workers, management of NEEPCO engaged 13 workers on job contract basis directly under the management which does not mean absorption or regularization. It was also stated that the said 13 workers belong to



Arunachal Pradesh and also belong to project affected families. Since those 13 workers were from project affected families they were taken directly under the management as work-charge employees in view of the spirit of the Agreement dated 31.3.1999. However, those 13 workers were neither permanently absorbed in NEEPCO nor any such promise had been made to them. Regular workers in NEEPCO are to be recruited as per the established norms of public employment. The management totally denied allegations of unfair labour practice. The management also denied the statement of the concerned workmen that the job contract was a mere paper arrangement. It was specifically stated that the concerned workmen were outsourced for the purpose of performing various skilled, unskilled jobs as per requirement of the Company and their monthly wages were being paid through the Contractor. According to the management the claim of the concerned workmen are completely untenable.

4. On receipt of the copy of the W.S. submitted by the management side, the claimant side submitted an additional claim statement wherein the facts stated in the original claim statement were more or less reiterated.

5. Workmen side initially examined 4 witnesses namely Sri Rajani Chetia (W.W.1), Sri Utjal Chutia (W.W.2), Sri Jayanta Borah (W.W.3) and Sri Prashanta Konwar (W.W.4). They were duly cross-examined by the management side. The workmen side later examined two more witnesses solely for the purpose of exhibiting two documents which were not denied by the management and hence the management did not cross-examine them. Witness No. 5 & 6 along with their examination in-chief on Affidavit just proved certain documents namely Exhibit-112(i), Exhibit-112(ii), Exhibit-113(i), Exhibit-113(ii), Exhibit-113(iii), Exhibit-114(i) to Exhibit-114(iv) which were received on behalf of the workmen through RTI application. Exhibit-112(ii) was an application submitted by Advocate J.K.Kar seeking copy of initial application Form No.IV filed by M/s JNK Construction, the contractor of KaHEP unit of NEEPCO for engagement of supply labours to the the KaHEP along with all enclosures such as copy of work order. (2) Copy of Form No.V (Principal Employers's Certificate) issued for the first time by M/S Kameng Hydro-Electric Project unit of NEEPCO. It appeared that such applications with relevant forms could not be submitted to the applicant advocate under RTI on the ground of non-availability. After closure of the evidence of the workmen side management side examined two witnesses who were also duly cross-examined by the workmen side. Several documents were exhibited by the parties. Let me now consider the evidence adduced by the parties.

6. Workmen witness No.1 Sri Utjal Chutia stated the facts narrated in the claim Application and specifically stated that he has been working in the said project of NEEPCO since the month of January, 2005 but in the mean time in June, 2013 the management issued "a kind of permanent engagement order" to 13 of the workers who were also engaged through outsourcing Agency on pick and choose basis depriving the rest of the workmen. He exhibited a certificate issued to him by an Authority of NEEPCO stating that he has been engaged on job contract basis since 1<sup>st</sup> January, 2005. Exhibit-2 to Exhibit-31 are also such certificates issued in respect of different concerned workmen by the different authorities of NEEPCO showing their engagement in NEEPCO on job contract basis. Exhibit-32, 33, 34, 35 and 36 were work orders issued by the management for different contract jobs for performing the mentioned works. W.W.1 further stated that in the later part of 2005 the management inducted M/S JNK Construction as a contractor without any formal agreement with them and also without any notice to the concerned workmen and since then the management have been treating the concerned workmen as engaged through the said Contractor. He also stated that in the said contract there was no change in the working practice of the concerned workmen. It was further stated by him that the workmen were regularly representing to the management for regularization of their jobs but such representations were not allowed but in the mean time in the month of June, 2013 the management directly engaged 13 of the contract labours on pick and choose basis as work-charge employees. The witness further stated that all the concerned workmen were registered under Employment Exchanges of Arunachal Pradesh for engagement in Group C and Group D category posts in the Kameng Hydro Electric Project. The Employment Exchange registration cards are exhibited as Exhibited-37 to Exhibit-54. During cross-examination, the witness admitted that he has no authority to depose on behalf of other workmen. He further admitted that at the time of his engagement there was no advertisement by the management and no formal interview was held. He also admitted that no appointment letters were issued to the concerned workmen and that at the first instance there was appointment for one year and thereafter the said appointment was extended from time to time. The witness also admitted that initially he was engaged as helper to the Cook and at present he is discharging duties of clerical cadre. The witness also admitted that originally he is a resident of State of Assam. The witness also admitted that from 2005 their services were through Contractor M/S JNK Construction. The witness also admitted that he was aware of the agreement dated 31.3.1999 arrived at between the Government of Arunachal Pradesh and the management of NEEPCO.

7. The workmen witness No.2 Sri Utjal Chutia stated that he has been working in NEEPCO since the year 2003 without any break and the 13 workers who are now directly engaged by the management were also earlier engaged along-with him under similar working conditions. He further stated that because of this discriminatory action of the management they approached the Labour Department, Government of India. He further stated that in the month of November, 2005 the management introduced intermediary agency M/S JNK Construction without any formal agreement and without any notice to the concerned workmen. During cross-examination he admitted that during his recruitment no advertisement or interview was held. He also admitted that he is resident of State of Assam and that he was aware of the

agreement signed between the Government of Arunachal Pradesh and NEEPCO wherein there is a condition that residents of Arunachal Pradesh will be given preference for recruitment through Arunachal Pradesh Employment Exchanges.

8. Examination-in-chief of Workmen witness No.3 is more or less similar to the examinations-in-chief of W.W. No.1 & 2. During cross-examination he also admitted that he is a resident of State of Assam. Workmen witness No.4, Sri Prashanta Konwar also stated in the same line. During his cross-examination he stated that a certificate was issued showing that he was engaged by the management on contract basis from 11.11.2002 but he did not submit any document relating to his service under the management after 14.6.2007. He also admitted that his residence was at Meteka Laimekuri near Sibsagar Town in the State of Assam. He also admitted during his cross-examination that he did not submit any document to show that 13 workers who were directly engaged under the management did not belong to the State of Arunachal Pradesh. He further admitted that from the year 2005 the management started outsourcing the work done by the workman along with other co-workers through M/S JNK Construction. He further admitted that he was aware of the fact that in the agreement between Government of Arunachal Pradesh and NEEPCO there was clause which gave preference to local candidates of Arunachal Pradesh in Group C & D categories.

9. Management witness No.1 Sri N.K.Meitei, who was Sr. Manager (HR), NEEPCO, Shillong at the relevant time, stated that NEEPCO was engaged in installation of large power Projects in the North Eastern States, and the Kameng Hydro Electric Power Project with 600 MW capacity is one such project. He further stated that the concerned workmen have been outsourced through Contractor M/S JNK Construction of Arunachal Pradesh for the purpose of performing various skilled and unskilled jobs and their monthly wages were paid through the aforesaid contractor. He further stated that engagement of the concerned workmen were purely on need basis and they were engaged for 3 months only and upon expiry of 3 months they were again extended for further 3 months. He also stated that in terms of the MOU dated 31.03.1999 entered into between the NEEPCO and the Government of Arunachal Pradesh, after the development of requisite skilled manpower in new projects such as Kameng Hydro Electric Power Project all new recruitment in Group C and D shall be made through local Employment Exchanges. He further stated that some of the outsourced workers have been approaching for regularization and absorption in the service of NEEPCO. The said 13 workers are Arunachali local Contract Labours under the said M/S JNK Construction and by taking their service directly under the management no illegality was done by the management. He exhibited the agreement dated 31.3.1999 as Exhibit-A. During cross-examination he admitted that except the Clause-V there was no mention in recruitment related matter in the MOU dated 31.03.1999. During his cross-examination he admitted that the concerned workmen were originally engaged through contractual engagement from 2000-05 and it was a job contract and it was a practice to give a contract to one individual to engage certain numbers of workers for execution of particular works but in the year 2005 NEEPCO engaged M/S JNK Construction for supplying workers and M/S JNK Construction provided the services of 80+ workers to the management of NEEPCO. He also admitted that 13 workers who were now working as work-charged employees were also earlier under job contract of M/s JNK Construction. The witness also admitted that they did not submit any document to show that those 13 workers lost their land because of the project.

10. Management witness No.2, Sri Jaydev Nandy, Senior Manager (HR), at the relevant time stated that Government of Arunachal Pradesh and its relevant departments and the local people residing in and around the Kameng HEP are considered as two important stakeholders among various other stakeholders for successful execution of the project. He referred to Clause 2.1(vi) of Hydro Power Policy of Government of Arunachal Pradesh which was notified in Official Gazette on 19.11.2008 “to create job opportunities for local tribal people especially project affected people”. A copy of the aforesaid documents was exhibited as Exhibit-A(1). He also stated that on 10<sup>th</sup> December, 2009 a meeting took place between the Chief Minister of Arunachal Pradesh and NEEPCO where it was decided that recruitment of Group C & D shall be made locally from Arunachal Pradesh Schedule Tribes. The minutes of the aforesaid meeting was exhibited as Exhibit-A(2). He further stated that the said 13 persons who were brought under work charge category belong to ST of Arunachal Pradesh and were earlier contract labours engaged through M/s JNK Construction except for Mr. Bilamo Kikon. He exhibited the ST certificates of 13 persons and the residential certificate of Bilamo Kikon as Exhibit-A(4). During cross-examination he was shown the Notification issued by the Government of India which stipulates reservation for SC @ 1% and ST @ 45% and there will be no reservation for OBC. The witness also agreed that he knew that as per judgment of the Hon’ble Supreme Court total reservation cannot exceed 50% and the same Rule is applicable everywhere. The witness further did not agree that the 13 workers named in Exhibit-A(4) are not project affected persons.

11. It was argued on behalf of the workmen that all the concerned workmen were directly engaged by the management without any outsourcing agency from 2000-2005 and in the year 2006 one M/S JNK Construction was engaged as a contractor to employ about 87 persons including the 13 workers who were later inducted by the management directly under them as work charge employees. It is however, absolutely clear from materials on record that 13 workers who were made work-charge employees were not made regular employees and in view of the settled law in regard to Public employment, those 13 also could not be permanently absorbed or regularized. The grievance of the concerned workmen is that till the year 2013 those 13 workers were also similarly situated with the remaining contract

labours. It was also submitted that as those 13 workers were not proved to be the members of the project affected families they could not have been segregated from the remaining outsourced employees. It was also stated that there could not be any reservation of job beyond 50% and hence, the plea of the management that all the employment in Group C and Group D would be filled up solely from Schedule Tribes of Arunachal Pradesh was untenable in law. It was also stated that conversion of the 13 workers as work charge employees was unjustified and it was nothing but a ploy to regularize them in future through back door. The learned counsel for the workmen side also stated that in view of the decision of Hon'ble Supreme Court in **Liquidator—vs—Dayanand reported in (2008) 10 SCC 1** there could not be any back door regular employment in public enterprises. It was also stated that the concerned workmen reside in the State of Arunachal Pradesh and thus they were registered in the Employment Exchange of the State of Arunachal Pradesh. In this connection it may be mentioned that from the evidence of the concerned workmen it was clear that none of them were original residents of Arunachal Pradesh. All the workmen witnesses admitted that they belonged to State of Assam. Learned counsel for the workmen side also stated that none of the 13 workmen were proved to belong to project affected families. The workmen side, however, appeared to have lost site of the fact that none of those 13 were regularly employed or absorbed in NEEPCO and hence the question of reservation or violation of rules of reservation would not be a relevant issue. The main premise of the argument of the workmen side was that those 13 workers would be made regular employees in future. Such an anticipation of the workmen side appeared to be wholly unjust in as much as no public enterprise can regularize services of any casual or work-charged employee without following the due process of public employment.

12. The Management side argued that the claimants/workers have been outsourced through Contractor M/S JNK Construction by the management of Kameng Hydro Electric project, NEEPCO for the purpose of performing various skilled/unskilled jobs as per requirement. It was also stated that the wages of those concerned workmen were paid through M/s JNK Construction and the management did not directly pay wages to them. Referring to Clause 2.1(vi) of the of the Hydro Power Policy of Government of Arunachal Pradesh issued vide Gazette Notification dated 19.11.2008 it was argued for the management that the project was clearly expected to create job opportunities for local tribal people especially project affected people and it was one of the objectives for allowing execution of Hydro Power Projects in the State. It was further argued that in order to fulfill the aspirations of the local ST people of Arunachal Pradesh, 13 persons were engaged on job contract basis which in no way mean that they were regularized or absorbed and it was further stated that in view of the existing policy of public employment there could not be any kind of regularization or absorption in regular service without due procedure consisting of open advertisement and subsequent selection process. Referring to Clause 6 of engagement letters of 13 workers, the learned counsel for the management pointed out that in their engagement letters it was clearly mentioned that the “above engagement will not confer” any right to regular appointment/engagement at the Corporation. It was also argued that the concerned workmen who are before this Tribunal do not belong to ST of Arunachal Pradesh and from their evidence it was clear that they belong to State of Assam.

13. During the argument learned counsel for the workmen side submitted that the Contractor M/S JNK Construction was not even a licensed contractor while he was engaged by NEEPCO for supplying of labour to NEEPCO. The issue before this Tribunal is not whether the concerned contractor was a registered/licensed one or not. That apart, after working under a contractor for about eight years the concerned workmen perhaps could not raise the issue of proper license of the contractor. Exhibit A(1) which is a Gazette Notification notified by the State of Arunachal Pradesh clearly mentioned in Chapter-II (Objectives) of setting up of Hydro Electric Project in Column 2.1(vi) that one of the objectives of such Hydro Electric Project is to create job opportunities for local tribal people especially project affected people. It is a common practice that whenever due to execution of a large project people of the area are affected they are to be rehabilitated/ adequately compensated.

14. It is an admitted fact that all the concerned workmen were engaged through contractors. It is also an admitted fact that 13 outsourced workers were engaged on casual basis (Ext-76 to 88) by the management. It was clearly mentioned in those engagement letters that such engagement would not confer any right of regular employment. It, therefore, clearly appeared that there was no such material on record to indicate that the set of 13 workmen who were made work-charged employees would be regularized by the management. There is absolutely no scope for the management to automatically absorb or regularize the employment of those 13 workers in view of the settled principles of public employment. Another point raised by the workmen was that in view of restrictions on reservations on employment, no public authority can employ all Grade C & D employees from any one reserved category of people. The above argument however, did not appear to be relevant in this matter in as much as no regular public employment was made in this case. A set of 13 persons were made work-charged/ casual employees and in their engagement letters it was made clear that such engagement would never confer any right on them for regular employment.

15. This reference was made to this Tribunal to decide as to whether the action of the management in bringing 13 numbers of workmen under work-charge category “with a view to regularize them” depriving claimant workmen was unjustified or arbitrary. In the entire material on records, as discussed in the foregoing paragraphs, there appeared nothing to show that the 13 workmen were made “work-charged employees” with a view to regularize their services. In fact no such automatic regularization can be done in public employment. There also did not appear anything to suggest that the

present set of claimant workmen have been deprived of any such right or dues which are lawfully due to them. The action of the concerned management, therefore, did not appear to be unjust or illegal. The reference is accordingly disposed of with a no relief Award.

Given under the hand and seal of this Tribunal on this 11<sup>th</sup> day of July, 2018.

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1156.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, डाकघर के वरिष्ठ अधीक्षक, चंडीगढ़ और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 321/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.07.2018 को प्राप्त हुआ था।

[सं. एल-40012/86/2013-आई आर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 27th July, 2018

**S.O. 1156.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 321/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the Senior Superintendent of Post Offices, Chandigarh & Others and their workmen, which was received by the Central Government on 18.07.2018.

[No. L-40012/86/2013-IR (DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

#### BEFORE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Case No. ID No. 321 of 2013

Registered on : 07.02.2014

Sh. Suresh Kumar S/o Sh. Subhash Chander, Age 33 years,  
R/o VPO Dobhetta, District Ropar (Punjab)

...Workman

#### Versus

1. Union of India, through Secretary to Government of India,  
Ministry of Communication and Technology,  
Department of Posts, New Delhi

2. Senior Superintendent of Post Offices, Chandigarh

...Management

Order Dated : 30.05.2018

1. A reference was received from the Government of India vide Reference No.L-40012/86/2013 Dated 22.01.2014 under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

***“Whether action of terminating the service of Sh. Suresh Kumar, GDSBPM w.e.f. 9.6.2010 by Senior Superintendent of Post Offices, Chandigarh is legal, just and valid? If not, to what relief the workman is entitled to and from which date?”***

2. In response to the notice, both the parties appeared respectively. Sh. Suresh Kumar, workman filed statement of claim, wherein it is alleged that he is matriculate and he is belonged to general category. On promotion of one Rajesh Kumar to the Post of Postman, a Post of GDSBPM had fallen vacant in the year 2009. The workman was initially given the charge as an outsider and was appointed by ASPO Ropar, vide letter dated 01.04.2009. After that, Rajesh Kumar came back from training, the engagement of the workman was terminated and charge was given to Rajesh Kumar on

13.04.2009. Thereafter, Rajesh Kumar was given regular promotion and workman was again given charge on the Post of GDS on 19.05.2009.

3. On 19.04.2010, it is further alleged that management decided to fill up the Post on regular basis and advertisement was issued for the reserved Post of OBC. The workman served with the management a legal notice as management did not prepare the roster of the regular post. Thereafter services of the workman were terminated on 09.06.2010 without giving him any retrenchment compensation or notice as required under Section 25-F of the Act. The action of the management in terminating the services of the workman is in violation of provisions of Section 25-F of the Act. The workman has completed 240 days preceding the date of his termination on 09.06.2010.

4. Earlier the workman had approached Hon'ble CAT, Chandigarh, vide OA No.495/PB/2010, but the same was dismissed as withdrawn. Finally a prayer had been made by the workman to reinstate him into service with all consequential benefits.

5. The management has contested the claim of the workman by filing reply. It has been alleged that there is a clear stipulation in the appointment letter C-1 that he may also be relieved earlier before completion of 89 days when Rajesh Kumar, BPM, who have been reputed for training comes back. The engagement of the workman was on temporary basis, which was terminable at any time. The termination of the workman is in compliance of the conditions contained in letter of appointment. As such, same falls within the exception Clause under Section 2(oo) bb of the Act. The management had denied the other averments made in the claim petition. However, it has been admitted that temporary engagement of the workman was dispensed with from 09.06.2010.

6. Against this factual background, both the parties have adduced their evidence. Workman Suresh Kumar has examined himself and management has examined Sh. Hari Mohan (Supdt.) whose affidavit is RX.

7. Now the primary question before this Tribunal is whether a service of the workman was terminated by the management in violation of the provisions of the ID Act or the same is legal, just and valid under the law.

8. Sh. D.R. Sharma, AR of the workman strongly urged that workman herein has done service regularly with the management who has not followed principle of natural justice before terminating his services. Attention of the Tribunal was invited to Letter Exb.C1, which clearly shows that Suresh Kumar, workman was engaged as outsider GDSBPM at Dobhetta, with Nangal Township, under Ropar Headquarter temporarily w.e.f. 02.04.2009 for the period 89 days. There is also mention of the fact that he can be relieved from service on joining of Rajesh Kumar, BPM, who has been deputed for training at divisional Office earlier. At this stage, it is appropriate to refer to the statement of the workman whose affidavit is Exb.A1. He has clearly deposed that he was engaged in the year 2009 and initially his services were terminated in the year 2009 by the management. Sh. Rajesh Kumar was granted regular promotion for the Post of Postman and workman took charge from him thereafter. He also referred to the legal notice and further stated that his services were finally terminated on 9.6.2010 without giving any notice, retrenchment compensation or holding any enquiry as required under Section 25-F of the Act. The workman has supported his version when he was examined before this Tribunal. There is nothing in his cross-examination to disbelieve the statement of the workman.

9. Similarly, management has examined Sh. Hari Mohan (Supdt.), whose affidavit is Exb.RX and he has admitted in his cross-examination that workman worked from 19.05.2000 to 19.05.2010. He has further clarified that workman started his service from 01.04.2000. He further admitted that workman was not paid any retrenchment compensation.

10. It is thus clear from the overall examination of the statement of this witness that workman had worked with the management from 1.4.2000 till 9.6.2010 with break. All these facts are also admitted in Para 3 of his affidavit (Exb.RX) of Hari Mohan (Supdt.).

11. Admittedly, in the present case no notice was served upon the workman nor any retrenchment compensation was paid to the workman before ordering his termination. The management has followed the policy of, "hire and fire" by giving artificial break to the workman. The Hon'ble Apex Court in number of cases has strongly deprecated the practise of engaging workman for 89 days and giving artificial breaks so that workman could not claim regularisation or permanent status. There is no merit in the contention of the management that after expiry of the contract period there was no requirement of serving any notice or paying retrenchment compensation to such workman. Moreover, in the present the workman was not discharged in terms of his first contract which was initially entered at the time of his engagement vide Exb.C1. It is necessary to clarify here that workman was again re-engaged by the management even thereafter. Therefore, the so called contract Exb.C1 which is letter of appointment is not of any help to the management when workman was re-engaged with artificial breaks after the period mentioned in contract letter Exb.C1. Exb.A3 is the charge report which shows that Suresh Kumar had taken over the charge from Rajesh Kumar, who later on was promoted. Exb.A1 is the legal notice served by the workman upon the management. Since Hari Mohan (Supdt.) witness of the management had admitted that workman had worked from 9.5.2000 to 9.6.2010 with break as such, the workman herein was required to be served with notice as required under Section 25-F of the Act. Admittedly, no notice under Section 25-F was served upon the workman. There is a long line of decisions of the Hon'ble Apex Court that provisions of Section 25-F

of the Act are mandatory in nature and termination of the workman from service in derogation of Section 25-F would render the action of the management to be illegal and void under the Law.

12. Now, the residual question is whether the workman is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was continuously in the employment of the management since 9.5.2000. There is no show cause notice or memo issued to the workman during his service by the management. Moreover, the job of the workman is of perennial and regular nature as GDSBPM is always required to perform his duties, description of which is duly mentioned in the agreement letter Exb.C-1.

13. The Hon'ble Apex Court in case "Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under:

***"i) In case of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.***

***ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the workman wads gainfully employed and was getting wages equal to the wages he wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."***

14. Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L & S) 716 observed as under:-

***There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."***

15. The Hon'ble Apex Court while considering the violation of Section 25-F of the Act in Incharge Officer & Anr. V. Shankar Shetty, (2010) 9 SCC 126; 2010 LLR 1137 and after referred to the various decisions, this Court held that the relief by way of back wages is not automatic and compensation instead of reinstatement has been held to meet the ends of justice and it reads as under:-

***"2. Should an order of reinstatement automatically follow in a case where the engagement of a daily wagger has been brought to end in violation of Section 25F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.***

***3. In Jagbir Singh V. Haryana State Agriculture Mktg. Board, (2009) 15 SCC 327, delivering the judgment of this Court, one of the us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. V. Uday Narain Pandey, (2006) 1 SCC 479; Uttaranchal Forest Development Corpn. V. M.C. Joshi, (2007) 9 SCC 353; State of M.P. v. Lalit Kumar Verma, (2007) 1 SCC 575; M.P. Admn. V. Tribhuban, (2007) 9 SCC 748; Sita Ram v. Moti Lal Nehru Farmers Training Institute, (2008)5 SCC 75; Jaipur Development Authority v. Ramsahai, (2006) 11 SCC 684; GDA v. Ashok Kumar, (2008) 4 SCC 261 and Mahboob Deepak v.***

*Nagar Panchayat, Gajraula, (2008) 1 SCC 575 and stated as follows: (Jagbir Singh case (2009) 11 SCC 327, SCC pp. 330 & 335, paras 7 & 14)*

*“7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back-wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back-wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.*

*14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed.”*

16. Yet in another case, the Hon'ble Apex Court in District Development Officer Vs. Suresh 2018 LLR 225 awarded lump sum compensation of Rs.2.50 lac in lieu of reinstatement with back wages where the workman was daily wagger and have served the management only for two and half years in the case in hand.

17. There is no merit in the contention of the management that there is no illegal termination of the workman as he has been discharged from service as per contract (Annexure C-1). This contention on the face of it is without any merit inasmuch as workman herein was reengaged thereafter by the management and has remained in service till his termination on 9.6.2010.

18. The Tribunal is of the view that the compensation of the workman was actually as he has not given any regular appointment. As such, having due record of his service, an amount of Rs.5,00,000/- (Five Lakh) appears to be just and reasonable to which the workman is entitled. In case, the amount of Rs.5,00,000/- not paid within one month from the date of publication of the award, the workman is held to be entitled to 6% interest from the date of reference till payment. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

A. C. DOGRA, Presiding officer-cum-Link Officer

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1157.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रबंध निदेशक, मैसर्स गोवा शिपयार्ड लिमिटेड, गोवा एवं उनके कर्मचारी और गोवा शिपयार्ड श्रमिक संघ के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/50 ऑफ 2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.07.2018 को प्राप्त हुआ था।

[सं. एल-14011/04/201-आई आर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 27th July, 2018

**S.O. 1157.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CGIT-2/50 of 2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the Managing Director, M/s. Goa Shipyard Ltd. and their workmen & Goa Shipyard Workers Union, which was received by the Central Government on 18.07.2018.

[No. L-14011/04/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

**PRESENT :** M. V. DESHPANDE, Presiding Officer

#### REFERENCE NO. CGIT-2/50 of 2011

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

M/S. GOA SHIPYARD LTD.

The Managing Director,  
M/s. Goa Shipyard Ltd.,  
Vasco-da-gama,  
Goa – 403 802.

**AND****THEIR WORKMEN**

The President,  
Goa Shipyard Workers Union,  
Velho's Building, 2<sup>nd</sup> Floor, Opp.  
Municipal Garden, Panaji – 403 001.

**APPEARANCES :**

FOR THE EMPLOYER : Mr. Bandodkar, Advocate

FOR THE WORKMEN : Mr. Suhas Naik, Advocate

CAMP – GOA - dated the 5<sup>th</sup> June, 2018

**AWARD**

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-14011/4/2011 – IR (DU) dated 19.09.2011. The terms of reference given in the schedule are as follows :

*“Whether there is any unfair labour practice adopted by the management of M/s. Goa Shipyard Limited as complained by the Goa Trade & Commercial Workers Union in their representation dated 13/06/2009 ? What relief the Union is entitled for ?”*

2. After the receipt of the reference, both the parties were served with the notices.

3. Heard both the sides. Ongoing through submission it appears that Reference No. CGIT-2/ 58 of 2010 was pending before this Tribunal wherein Goa Shipyard Workers Union challenged the settlement dated 28/9/2009 and thereafter raised separate charter of demand seeking revision of enhancement of their salaries that reference has been deposed of by Award dt. 9/1/2015 and Reference is partly allowed with no order as to costs. The management has implemented the said Award in latter and spirit. The said Award has been accepted by the concerned workers in reference. In view of Award dated 9/1/2015 which is accepted by the concerned workmen the issue of unfair labour practice does not survive.

4. In view of that Goa Shipyard Party No 1 has filed this application for disposing the Reference. In view of the fact that Award passed in Ref. 58 of 2010 is accepted by the concerned workmen and it is fully implemented.

5. The other side has no objection. Union is absent since long.

6. In view of these facts, I find that the reference is liable to be disposed in view of application submitted by first party and accordingly the reference is disposed of.

**ORDER**

Reference is disposed of.

Date: 05.06.2018

[CAMP – GOA]

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1158.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, निदेशक, भारती एयरटेल सर्विसेज लिमिटेड, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 1, दिल्ली के पंचाट (संदर्भ संख्या 11/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.07.2018 को प्राप्त हुआ था।

[सं. एल-40011/134/2017-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 27th July, 2018

**S.O. 1158.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 11/2018) of the Central Government Industrial Tribunal-cum-Labour



Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the Director, Bharti Airtel Services Ltd., New Delhi and their workmen, which was received by the Central Government on 27.07.2018.

[No. L-40011/134/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

### ANNEXURE

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

**ID No. 11/2018**

Shri Dayaram Bandooni S/o Shri Jagdish Prasad, through  
General Mazdoor Union,  
B-89, Gulmohar Park,  
New Delhi – 110049

...Workman

### Versus

Bharti Airtel Services Ltd.,  
Through,  
The Director,  
Plot No.234, Okhla Industrial Estate, Phase III,  
New Delhi 110020

...Management

### AWARD

Central Government, vide letter No.L-40011/134/2017-IR(DU) dated 27.12.2017, referred the following industrial dispute to this Tribunal for adjudication:

“Whether the transferring from Delhi to Guwahati to the workman Shri Dayaram Bandooni S/o Shri Jagdish Prasad by the management of Bharti Airtel Services Ltd. is just, fair and legal? If not, to what relief the workman concerned is entitled to and from which date?

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Shri Dayaram Bandooni, the workman, opted not to file his claim statement with the Tribunal.

3. Further, on receipt of the above reference, notice was also sent to the workman as well as the management. Neither the postal article, referred above, was received back undelivered nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman. Despite service of the notice, the workman opted to abstain from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. However, it will not debar the claimant from seeking relief afresh as there is no adjudication of the reference on merits. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated: July 17, 2018

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1159.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, महासचिव, इंडियन रेड क्रॉस सोसाइटी-1, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबंध में निरोध और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 1, दिल्ली के पंचाट (संदर्भ संख्या 70/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.07.2018 को प्राप्त हुआ था।

[सं. एल-42011/151/2014-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 27th July, 2018

**S.O. 1159.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 70/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the Secretary General, Indian Red Cross Society, New Delhi and their workmen, which was received by the Central Government on 02.07.2018.

[No. L-42011/151/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

### ANNEXURE

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

**ID No. 70/2015**

Shri Jitender Kumar,  
C/o Janvadi General Mazdoor Union (Reg.),  
Room No. 95, Barracks No.1/10,  
Jam Nagar House, Shah Jahan Road,  
New Delhi – 110 011

...Workman

### Versus

The Secretary General,  
Indian Red Cross Society – 1,  
Red Cross Road,  
New Delhi – 110 001

...Management

### AWARD

A reference was received from Ministry of Labour and Employment vide Order No.L-42011/151/2014-IR(DU) dated 04.02.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Since the salary slip and identity card issued by the employer state the workman to be a caretaker, is the workman entitled to receive salary and other consequential and cascading benefits granting scale and allowances for the period from 01.12.2000 to 14.12.2004 and regular pay scale or Rs.3050-4590 with effect from 15.12.2004 ?’

2. Claim statement was filed by Shri Jitender Kumar (in short the claimant) averring therein that presently he is working as Caretaker at Red Cross Flat No.9 & 10, Kaka Nagar, New Delhi with effect from December 2004 but his designation has been mentioned as Chowkidar in his appointment letter. However, his identity card and his salary slip mentions his designation as Care Taker. Initially he was appointed as Care Taker vide letter No.Personnel/2001/2279 dated 09.01.2001. In his regular appointment letter no.25/Persnl/2005 dated 13.01.2005 in the pay scale of Rs.2550-3200 instead of Rs.3050-4590 and he has been given consolidated salary of Rs.2500.00 per month from 01.12.2000 to 14.12.2004 whereas he is entitled for minimum pf pay scale plus all allowances of Care Taker for the period of Care Taker. The claimant has also not been allotted proper accommodation as he is performing duties for more than 12 hours from the date of his initial appointment, whereas juniors to him have been provided accommodation. Finally it has been prayed that the claimant may be granted salary, other consequential and cascading benefits.

3. Claim was demurred by the management taking various preliminary objections, inter alia of the management being a non-profit organization, hence not an industry and the claim being stale. On merits, the management has denied the material averments contained in the statement of claim.

4. Based on the pleadings of the parties, this Tribunal vide order dated 19.11.2015, framed the following issues:

(i) Whether the workman is entitled to receive salary and other benefits, including grant of pay and allowances for the period 01.12.2000 to 14.12.2004 and regular pay scale of Rs.3050-4590 with effect from 15.12.2004?

(ii) Whether management is an ‘industry’ within the meaning of section 2(j) of the Industrial Disputes Act, 1947?

5. Claimant, in order to prove his case against the management examined himself as WW1 and tendered in evidence his affidavit Ex.WW1/A. He also tendered documents Ex.WW1/1 and Ex.WW1/2. Management, in order to rebut the case of the claimant, examined Shri Manish Chaudhary as MW1 whose affidavit is MW1/A and also relied on documents Ex.MW1/1, Ex.MW1/2 and Ex.WW1/M1.

6. I have heard Shri B.K. Prasad, A/R for the claimant and Shri L.R. Khatana, A/R for the management.

### Findings on Issue No.(ii)

7. This issue is legal in nature and is being taken up first for the purpose of discussion. At the outset, the management contends that it is not an industry within the meaning of section 2(j) of the Act. It is presented that management is a non-profit organization solely committed to humanitarian cause, i.e aiding to the demobilized, sick and wounded members of Armed Forces, maternity & child welfare, nursing, ambulance work, provision of relief for mitigation of suffering caused by epidemics, earthquakes, famines, floods & other disasters around the world, maintenance of peace among all nations and to provide necessary comforts & garments for hospitals & health institutions. The said activity cannot be termed as industry. Shri Khatana concludes that there is no profit motive, which fact would dispel the contention that activities of the management fall within the ambit of industry. On the other hand the claimant asserts that the activities performed by the management answer the definition of term “industry”, as enacted by the Act.

8. When claim is made by the management that it is not an industry within the meaning of section 2(j) of the Act, it becomes expedient to consider the definition of the term ‘industry’. The Act defines the term ‘industry’ as follows:

“2(j) ‘industry’ means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen.”

9. The definition of “industry” is both exhaustive and inclusive. It is in two parts. The first part says that it “means any business, trade, undertaking, manufacture or calling of employers” and then goes to say that it “includes any calling, service, employment, handicraft or industrial occupation or avocation of workman.” Thus one part defined it from the stand point of the employer, and the other part from the stand point of the employees. The first part of the definition gives the statutory meaning of the industry, whereas the second part deliberately refers to several other items of industry and bring them in the definition in an inclusive way. The first part of the definition determines any industry by reference to occupation of employers in respect of certain activities viz., business, trade, undertaking, manufacture or calling. The second part views the matter from the angle of employees and is designed to include something more in what the term primarily denotes. By this part of the definition any calling, employment, handicraft, industrial occupation or avocation of workmen is included in the concept of industry. This part gives extended connotation.

10. Gloss was put on the definition of word “industry” by the High Courts and the Apex Court time and again. The question as to what is “industry” has continuously baffled and perplexed the courts. A graph of the cases decided by the Apex Court, if plotted on the background of the expression used in two parts of the definition of “industry”, would represent rather a zig zag curve. There have been various judicial ventures in this rather volatile area of law. The decided cases show that the efforts were made to evolve test by reference to characteristics regarded as essential for constituting an activity as an “industry”. Various cases would show that the Apex Court has been guided more by empirical rather than a strictly analytical approach. Most of the decision have centered around the expression “undertaking” used in the definition. In Bangalore Water Supply and Sewerage Board (1978 Lab. I.C. 778) the Apex Court reviewed the earlier decisions on interpretation of the wide words encompassed in the definition and formulated positive and negative principles for identifying “industry” as enacted by clause (j) of section 2 of the Act. It would be expedient to reproduce the authoritative pronouncement of the Court, in the very words set out in the majority decision, handed down by Justice Krishna Iyer, which are extracted thus:

“I. “Industry” as defined in S.2(j) and explained in Banerjee (AIR 1953 S.C.58) has a wide import.

- (a) Where (i) systematic activity, (ii) organized by Co-operation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and /or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making, on a large scale prasad or foods) prima facie, there is an “industry” in that enterprise.
- (b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.
- (d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

II. Although section 2(j) uses words of the widest amplitude in its two limbs, the re-meaning cannot be magnified to overreach itself.

- (a) “Undertaking” must suffer a contextual and associational shrinkage as explained in Banerjee and in this judgement, so also, service, calling and the like. This yields the inference that all

organized activity possessing the triple elements in 1(supra), although not trade or business, may still be ‘industry’ provided the nature of activity, viz. the employer-employee basis, bears resemblance to what we find in trade or business. This takes into the fold ‘industry’ undertaking, calling and services, adventures,” analogous to the carrying on the trade or business”. All features, other than the methodology of carrying on the activity viz in organizing the co-operation between employer and employee, may be dissimilar. It does not matter, if on the employment terms there is analogy.

III. Application of these guidelines should not short of their logical reach by invocation of creeds, cults or inner sense of incongruity or outer sense of motivation for or resultant of the economic operations. The ideology of the Act being industrial peace, regulation and resolution of industrial disputes between employer and workmen, the range of their statutory ideology must inform the reach of the statutory definition. Nothing less, nothing more.

- (a) The consequences are (i) profession, (ii) clubs (iii) education institutions, (iv) co-operatives (v) research institutes, (vi) charitable projects and (vii) other kindred adventures, if they fulfil the triple tests listed in 1(supra), cannot be exempted from the scope of section 2(j).
- (b) A restricted category of professions, clubs, co-operatives and even gurukulas and little research labs may qualify for exemption if in simple ventures, substantially, and going by the dominant nature criterion, substantively no employees are entertained but in menial matters, marginal employees are hired without destroying the non employee character of the unit.
- (c) If, in a pious or altruistic mission many employ themselves, free or for small honoraria or like return, mainly drawn by sharing in the purpose or cause, such as lawyers volunteering to run a free legal services clinic or doctors serving in their spare hours in a free medical centre or ashramites working at the bidding of the holiness, divinity or like central personality, and the services are supplied free or at nominal cost and those who serve are not engaged for remuneration or on the basis of master and servant relationship, then, the institution is not an industry even if stray servants, manual or technical, are hired. Such eleemosynary or like undertakings alone are exempt not other generosity, compassion, developmental passion or project.

IV. The dominant nature test:

- (a) Where a complex of activities, some of which qualify for exemption, other not, involves employees on the total undertaking, some of whom are not “workmen” as in the University of Delhi case (AIR 1963 S.C.1873) or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur (AIR 1960 S.C.657) will be the true test. The whole undertaking will be industry although those who are not “workmen” by definition may not benefit by the status.
- (b) Notwithstanding the previous clauses, sovereign functions, strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by Govt. or statutory bodies.
- (c) Even in the departments discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within section 2(j).
- (d) Constitutional and competently enacted legislative provisions may remove from the scope of the Act categories which otherwise may be covered thereby.

V. We overrule *Safdarjung* (AIR 1970 S.C.1407), *Solicitors case* (AIR 1962 S.C. 1080), *Gymkhana* (AIR 1968 S.C. 554), *Delhi University* (AIR 1963 S.C.1873), *Dhanrajgiriji Hospital* (AIR 1975 SC 2032) and other rulings whose ratio runs counter to the principles enunciated above, and the *Hospital Mazdoor Sabha* (AIR 1960 SC 610) is hereby rehabilitated.”

11. Principles laid down in *Bangalore Water Supply & Sewerage Board* (supra) hold ground. Therefore, the controversy raised will be adjudicated in view of the law laid by the Apex Court in the precedent referred above. The management agitates that it is not an industry. The view point held by the management is that no profit motive activities are being carried on by it. No business is being run, hence the management cannot be termed as an ‘industry’. Except the facts referred above, the management nowhere projects any other factors to lay emphasis on the fact that it is not an ‘industry’.

12. Whether aiding to the demobilized, sick and wounded members of Armed Forces, maternity & child welfare, nursing, ambulance work, provision of relief for mitigation of suffering caused by epidemics, earthquakes, famines,

floods & other disasters around the world, maintenance of peace among all nations and providing necessary comforts & garments for hospitals & health institutions would fall within the ambit of material services to the society? Legal precedents would throw light on the above proposition. In Ahmadabad Textile Industry's Research Association (1960 (2) LLJ 720) the Association was established to carry on research with respect to the textile industry with a view to secure greater efficiency, rationalization and reduction of cost, which were held to be "material services" to the textile industry hence the Association answered the definition of industry. But in Safdarjung Hospital case (supra) it was not held to be an industry because it was a non-profit making body and its work was in the nature of training, research and treatment. In Indian Standard Institute (1966 (1) LLJ 33) the Apex Court suggested that in order to be recognized as an undertaking analogous to trade or business, the activity must be an economical activity in the sense that it is productive of material goods or material services. In Bangalore Water Supply and Sewerage Board (supra), the Apex Court laid down that an activity systematically or habitually undertaken for production or distribution of goods or for rendering material services to the community at large or a part of such community with the help of employees is an undertaking. An 'industry' thus was said to involve cooperation between the employer and employees for the object of satisfying material human needs but not for oneself nor for pleasure nor necessity for profit. Lack of business and profit motive or capital investment would not take out an activity from the sweep of 'industry', if other conditions are satisfied. It is the activity in question which attracts the definition and absence of investment of any capital or the fact that the activity is conducted for profit motive or not, would not make material difference. Conversely mere existence of profit motive will not necessarily convert the activity into "industry" if other tests are not satisfied.

13. One may project that the management carry out sovereign functions hence it cannot be termed as an industry. Therefore it is expedient to know as to what are regal and sovereign functions of the State which may qualify for exemption from the ambit of the definition of word "industry"? Regal powers of the State has acquired a definite connotation, which can be described as "administration of justice, maintenance of order, repression of crime, security of borders from external aggression and legislative powers, as among the primary and inalienable functions of a Constitutional Government". In Corporation of City of Nagpur (1960 (1) LLJ 523) the Apex Court observed that it could not have been in contemplation of the legislature to bring in the regal functions of the State within the definition of "industry" and to confer jurisdiction on Industrial Tribunal to decide disputes in respect thereof. The activities of the Government which can be properly described as regal or sovereign activities, are therefore, outside the scope of industry. In Hospital Mazdoor Sabha (1960 (1) LLJ 251) the Supreme Court adumbrated the test: can such activity be carried on by a private individual or group of individuals? The answer to this is : if a business or activity could not be carried on by a private individual or group of individuals, it could not be an industry, while if it could be, it might fall within the scope of "industry". This test was reiterated in Corporation of City of Nagpur (supra) but rejected in Gymkhana Club (1967 (II) LLJ 720). In Bangalore Water Supply and Sewerage Board (supra) the Apex Court observed "\*\*\*\* sovereign functions, strictly understood, (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by Government or statutory bodies. Even in departments discharging sovereign functions, if there are units, which are "industry" and they are substantially severable, they can be considered to come within section 2(j)". In Chief Conservator of Forests (1996 (1) LLJ 1223) the above proposition was reiterated where in it was observed "\*\*\*\* even within the wider circle of sovereign function, there may be an inner circle encompassing some units which could be considered as "industry", if substantially severable".

14. In Physical Research Laboratory (1997 (2) LLJ 625) the Apex Court held that the Physical Research Laboratory is not an 'industry' because it is not engaged in an activity which can either be called business, trade or manufacturing or it is an undertaking analogous to business or trade. It is not engaged in commercial or industrial activity and cannot be described as an economic venture or commercial enterprise as it is not its objective to produce and discharge services which would satisfy wants and needs of consumer community. It is not rendering any services to others. It is engaged in pure research in space science.

15. While reaching the conclusion, referred above, the Apex Court relied observations made in Bangalore Water Supply (supra) with respect to research institutes, which observations are extracted thus:

"Does research involve collaboration between employer and employee ? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be paid for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received it munificently on this gratified and grateful earth, thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modelled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and

the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit-motive, are industries”.

16. In the light of the above legal proposition, facts of the present controversy are to be scanned. Admittedly, the functions performed by the management do not fall within the ambit of administration of justice, maintenance of order, repression of crime, security of borders from external aggression and legislative powers of the State. Activities carried out by the management cannot be described as regal or sovereign activities, since such activities could be carried out by private individuals or group of individuals.

17. As projected by the management, activities performed by the management answers ingredients of rendering service to the community at large. Its activities are systematic, performed with co-operation between the management and its employees. Activities performed by the management renders service to the community at large. Therefore, it is evident that the triple test of industry as propounded in Bangalore Water and Sewerage Board (supra) stand satisfied in the present case. It does not lie in the mouth of the management to claim that it does not fall within the ambit of “industry” as defined in section 2(j) of the Act. Mere absence of profit motive will not necessarily push the activity out of the pale of industry, as defined by the Act. Resultantly, it is concluded that activities performed by the management falls within the ambit of “industry” as defined under section 2(j) of the Act.

18. The contention of the management regarding plea of limitation as well as delay & laches cannot be considered in the light of settled legal position that a reference cannot be rejected on the grounds of delay and laches. Provisions of Limitation Act are not applicable to the proceedings under the Industrial Disputes Act, 1947. A reference made by the appropriate Government has to be answered on merits. In view of this, ratio of law in Prabhakar vs Joint Director, Sericulture (2015) 15 SCC1 is not attracted to the case on hand as ID Act is a special enactment and general provision of Limitation Act are not application to cases under the Industrial Disputes Act, 1947. Admittedly, in the present case, reference has been made under Section 10 sub Section (2-A) of the Act for adjudication. It is now well settled position in law that when a reference has been made for adjudication to the Tribunal or Labour Court, as the case may be, it is paramount duty of the court to decide the same on merits, irrespective of the pleas taken by the management. The dispute in the case in hand cannot be said to be stale for the simple reason that there is no previous adjudication of the matter between the parties from a competent court nor that there is inordinate delay in approaching this Tribunal by the workman.

19. It has been held by the Hon’ble Apex Court in the case of Raghubir Singh Vs. General Manager (2014) Lab.I.C. 4266 = (2014) 10 SCC 301 that a reference for adjudication to the Industrial Tribunal can be made by the appropriate Government at any time and provisions of Limitation Act does not apply. There are clear observations in the above judgement that industrial dispute is to be decided by the Tribunal or Labour Court on merits, irrespective of the pleadings on limits. Therefore, ratio of law in the case of ‘Nedungadi Bank Limited Vs. K.P. Madhavankutty & ors’ (supra) and State Co-op Land Development Bank Vs. Neelam (supra) is not applicable to the case in hand as there is no inordinate delay nor workman is guilty of delay and laches in approaching the court. Hence, this issue is decided accordingly.

#### **Findings on Issue No.(i)**

20. The moot question which arises for consideration before this Tribunal is whether the claimant is entitled to receive salary and other cascading benefits and to be regularized on the pay scale of Rs.3050-4590 with effect from 15.12.2004. In the letter of appointment dated 09.01.2001, the claimant has been offered the post of Caretaker with the management with effect from 01.12.2000 on consolidated salary. Identity Card Ex.WW1/3 also mentions designation of the claimant as Care Taker. Further, salary slips for the months of March 2013 to August 2013 also shows the designation of the claimant as Care Taker (Kaka Nagar). However, the salary slips for the months of January 2015, October 2015, January 2016, June 2016 and September 2016 Ex.MW1/2 filed by the management depicts the designation of the claimant as Chowkidar. During the cross examination of MW1 Shri Manish Chaudhary, Deputy Secretary, Indian Red Cross Society it was admitted that the management had rectified designation of the claimant in the official record after filing of Ex.WW1/1(colly), i.e. the salary slips for the months of March 2013 to August 2013 designation of the claimant has been changed from Caretaker to Chowkidar. It was also deposed by MW1 that no notice in this regard was given to the claimant as the same is not required under the law.

21. In *Randhir Singh vs. Union of India* [1982] 1 SCC 618 wherein it was a case where question of equal pay for equal work was considered in respect of driver constables in Delhi Police. Drivers in the police department were demanding the same pay scale which was being given to other drivers under the services of Delhi Administration. Claim was upheld by the Hon’ble Apex court as under:

‘Held, the circumstances that the persons belonged to different departments of the government is not sufficient to justify different scales of pay irrespective of the identity of their powers, duties and responsibilities. If anything by reason of his investiture with the powers, functions and privileges of a police officer, the petitioner’s duties and responsibilities were more arduous. The answer of the respondents that the drivers of the police force and the other drivers belong to different departments and that the principle of equal pay for equal

work is not a principle which the courts may recognize and act upon is unsound and irrational. The writ petition was, therefore, allowed. The respondents were directed to fix the scale of pay of the petitioner and the driver-constables of the Delhi Police Force, atleast at par with that of the drivers of the Railway Protection Force with effect from January 1, 1973.'

22. Same view has been taken in a latest judgement of the Hon'ble Apex Court in State of Punjab Vs. Jagjit Singh (2017) Lab.I.C. 427 whereby while considering concept of 'Equal pay for equal work', it was observed as under:

The principle of 'equal pay for equal work' can be extended to temporary employees (differently described as workcharge, daily-wage, casual, ad-hoc, contractual, and the like). It is fallacious to determine artificial parameters to deny fruits of labour. An employee engaged for the same work, cannot be paid less than another, who performs the same duties and responsibilities. Certainly not, in a welfare state. Such an action besides being demeaning, strikes at the very foundation of human dignity. Any one, who is compelled to work at a lesser wage, does not do so voluntarily. He does so, to provide food and shelter to his family, at the cost of his self respect and dignity, at the cost of his self worth, and at the cost of his integrity. For he knows, that his dependents would suffer immensely, if he does not accept the lesser wage. Any act, of paying less wages, as compared to others similarly situated, constitutes an act of exploitative enslavement, emerging out of a domineering position. Undoubtedly, the action is oppressive, suppressive and coercive, as it compels involuntary subjugation.

23. As a sequel to the above discussions, it is held that Shri Jitender Kumar, the claimant herein, is entitled to receive salary and other consequential and cascading benefits granting scale and allowances for the period 01.12.2000 to 14.12.2004 and regular pay scale of Rs.3050-4590 of Caretaker with effect from 15.12.2004, as per policy of 'Equal Pay for Equal Work'. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated: June 26, 2018

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1160.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, महाप्रबंधक, अशोक होटल, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 1, दिल्ली के पंचाट (संदर्भ संख्या 91/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.07.2018 को प्राप्त हुआ था।

[सं. एल-42025/03/2018-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 27th July, 2018

**S.O. 1160.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 91/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the General Manager, Ashok Hotel, New Delhi and their workmen, which was received by the Central Government on 02.07.2018.

[No. L-42025/03/2018-IR (DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

**ID No. 91/2014**

Shri Devender Sethi,  
S/o Shri Kuldeep Singh Sethi, through  
Shri S.S. Upadhyay, President  
Ashok Hotel Mazdoor Janta Union,  
Ashok Hotel Staff Quarter No.C-48/49,  
Chanakyapuri,  
New Delhi 110 021

...Workman

**Versus**

The General Manager,  
Ashok Hotel,  
50-B, Chanakyapuri,  
New Delhi 110 021

...Management

**AWARD**

This is a petition filed under Section 33-A of the Industrial Disputes Act, 1947 (in short the Act) by Shri Devender Sethi (in short the claimant) with the averments that he was working with the Ashok Hotel (in short the management) since April 2008 in the Security Department against the permanent post lying vacant in the Ashok Hotel. The management has been changing contractors from time to time but the claimant was working continuously and the change of contractor has not affected his service. The management used services of the claimant through various contractors, i.e. M/s Brave Heart Security Services and M/s DSS Security Services, M/s TQSS Contractors and presently with M/s MESCO. There is an agreement between the management and the so-called contractors to pay salary to the claimant after receiving the same from the management.

2. It is the case of the workmen that he has sent a letter on 15.01.2004 regarding illegal termination of his service but the management did not respond to the same. The claimant is an employee of the management, was working in the premises of the management and the management is the beneficiary of the services rendered by him. The job performed by the claimant is perennial in nature and should not be got done through contractual employees. It is further averred that the management is a Government organization and as per the decision of the Hon'ble Apex Court in the case of Gujarat Electricity Board vs. Hind Mazdoor Sabha that no public sector/Government Organization should use services of contractual employees and it amounts to unfair labour practice. The so-called contractors are middlemen who pay salary to the workmen after receiving the same from the management. The claimant is working continuously and has completed 240 days in each calendar year and is entitled to the regularized on the permanent posts lying vacant with the management. The contract between the management and the contract are sham and artificial. Provident Fund deducted from the salary was not deposited in the EPF Trust of the management. It is also alleged that certified standing orders of Ashok Hotel clearly provide that the management can appoint permanent, temporary, badli, casual, provisional and apprentice and there is no provision in the certified standing order of Ashok Hotel to use the services of employees through contractor. The claimant has been performing 8 hours duty in all the shifts and he was also paid benefit of golden jubilee, i.e. Rs.1000.00 and Rs.500.00 on account of good business. The contractor did not have any licence as per CLRA Act to supply manpower to the management and management is also not registered with Labour Department as desired under the CLRA Act. Demand notice was also served upon the management, which was not replied to by them. 3. It is the case of the claimant that the management has removed the claimant from service during pendency of the case before the Conciliation Officer without permission/approval from the appropriate authority. Thus, the management has violated the provisions of Section 33-A of the Act. The claimant was neither served any notice to the claimant before his termination or payment of one months' salary or notice in lieu thereof was given to the claimant, which is clear cut violation of Section 25-F of the Act. Finally, it has been prayed that management be directed to reinstate him with full back wages and all consequential benefits.

4. The claimant filed an application under Section 36(3) of the Act objecting to the case being conducted by Shri B.K. Singh on behalf of the management, which was allowed by this Tribunal on 14.07.2015. Claim was demurred by the management, who filed written statement thereto taking various preliminary objections. It has been alleged that the claim is not maintainable against the management as the claimant is not an employee of the management but of the contractors. There is no cause of action of the claimant against the management. Answering management is neither necessary party nor an appropriate party for adjudication of the claim. Liability towards the claimant, if any, is that of the contractor who has engaged the claimant. On merits, management has denied most of the averments made in the statement of claim. However, it has been admitted that the claimant was an employee of the contractors and was employed at some point of time under the contract awarded to the contractor by the management. The said contracts were awarded purely on temporary basis for a period of one year. As such, the claimant is an employee of the said contractor and not that of the management. It has been prayed that that the claim may be rejected.

5. Rejoinder was filed on behalf of the claimant to the statement of defence filed by the management wherein the stand taken in the statement of claim was reiterated.

6. Against this factual background, this Tribunal on the basis of pleadings of the parties, vide an order dated 07.12.2015 framed the following issues:

- (i) Whether services of the claimant were illegal terminated on 04.01.2014?
- (ii) Whether claimant herein was a permanent employee of Total Quality Security and Surveillance System (P) Ltd.?
- (iii) Whether the claim is not maintainable, as alleged?



7. Claimant, in order to prove his case against the management, examined himself as WW1 and tendered in evidence his affidavit Ex.WW1/A. He also relied on documents Ex.WW1/1 to Ex.WW1/7. . Case was then listed for evidence of the management. But despite affording various opportunities no evidence was adduced on behalf of the management. Hence, management was proceeded ex-parte on 29.05.2017. Written arguments was filed on behalf of the claimant.

8. I have heard Shri Amit Wadehra, Manager:HR for the management and Shri S.S. Upadhyay, A/R for the claimant.

**Findings on issue No.(i), (ii) and (iii)**

9. At the outset, it is pertinent to mention here that the claimant has already been held to be an employee of Ashok Hotel vide award dated 31.08.2017 in ID No.93/2014 titled 'Shri Jagdeep Singh & 61 others vs. Ashok Hotel' published in the official gazette vide notification dated 26.09.2017. In the said case, the name of the claimant herein, Shri Devender Sethi finds mention at serial No.8. It was also held in the above award that the claimants are entitled to be considered for regularization as per the policy/rule or regulations applicable to their regular counterparts who are performing similar job.

10. Section 33 of the Act bars alteration in conditions of service "prejudicial" to the workman concerned in the dispute and punishment of discharge or dismissal when either is connected with pendente lite industrial dispute "save with the permission of the authorities before which the proceedings is pending" or where the discharge or dismissal is for any misconduct not connected with the pendente lite industrial dispute without the "approval of such authority". Prohibition contained in section 33 of the Act is two fold. On one hand, they are designed to protect the workman concerned during the course of industrial conciliation, arbitration and adjudication, against employers' harassment and victimization, on account of their having raised the industrial dispute or their continuing the pending proceedings and on the other, they seek to maintain status quo by prescribing management conduct which may give rise to "fresh dispute" which further exacerbate the already strained relations between employer and the workman. Where industrial disputes are pendente lite before an authority mentioned in the section, it was thought necessary that such disputes should be conciliated or adjudicated upon by the authority in a peaceful atmosphere, undisturbed by any subsequent causes for bitterness or unpleasantness. To achieve this object, a ban has been imposed upon the employer exercising his common law, statutory or contractual right to terminate the services of his employees according to contract or the provisions of law governing such service. The ordinary right of the employer to alter the terms of his employees' services to their prejudice or to terminate their services under the general law governing contract of employment, has been banned subject to certain conditions. This ban, therefore, is designed to restrict the interference of the general rights and liabilities of the parties under the ordinary law within the limits truly necessary for accomplishing the object of those provisions. Anxiety to know about ban on the right of the employer, persuades me to reproduce the provisions of section 33 of the Act thus:

"33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings. –

(1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before an arbitrator or a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall , -

- (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or
- (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute.

Save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with standing orders applicable to a workman concerned in such dispute or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman-

- (a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding ; or
- (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute –

(a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceeding; or

(b) by discharging or punishing, whether any dismissal or otherwise, such protected workman,

save with the express permission in writing of the authority before which the proceeding is pending.

Explanation. – For the purposes of this sub-section, a “protected workman”, in relation to an establishment, means a workman who, being a member of the executive or other office bearer of a registered trade union connected with the establishment, is recognized as such in accordance with rules made in this behalf.

(4) In every establishment, the number of workmen to be recognized as protected workmen for the purposes of sub-section (3) shall be one per cent of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognized as protected workmen.

(5) Where an employer makes an application to a conciliation officer, Board, an arbitrator, a Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass, within a period of three months from the date of receipt of such application, such order in relation thereto as it deems fit.

Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit.

Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed.

11. As noted above sub-sections (1) and (2) are designed for different purposes since sub-section (1) applies to the proposition when the employer wants to alter service conditions of the workman to his prejudice in regard to any matter connected with the dispute or for any misconduct connected with the dispute, in that situation he is obliged to seek prior permission in writing of the authority before whom the dispute is pending and in a case where the employer wants to alter service conditions of a workman in regard to a matter not connected with the dispute or for any misconduct not connected with the dispute, in that situation he is obliged to seek approval of the order under sub-section (2) of the aforesaid section. When an employer violates the provisions of sub-section (1) or sub-section (2) of section 33 of the Act, an instant remedy is provided to the workman by the provisions of section 33-A of the Act. In other words, where an employer has contravened the provisions of section 33, the aggrieved workman has been given the option to make a complaint in writing, to the authority before which an industrial dispute is pending, with which the aggrieved workman is concerned. The complaint of such contravention can be made not to the adjudicating authorities, but to the conciliatory authority also. If a complaint is made to a conciliatory authority, viz. a Conciliation Officer or a Board of Conciliation, clause (a) of section 33 A of the act authorizes a Conciliation Officer or the Board to take such complaint into account in bringing about a settlement of the complained dispute. The Conciliation Officer or the Board is not empowered to adjudicate upon the dispute, which is the area of adjudicatory authorities. When a complaint is made to adjudicatory authority viz. Arbitrator, Labour Court, Tribunal or National Tribunal, it will adjudicate upon the dispute as if it is a dispute referred to or pending before it.

12. To attract the provisions of section 33-A of the Act, following conditions precedent are to be satisfied:

1. that there should have been a contravention by the management of the provisions of section 33 of the Act,
2. that the contravention should have been during the pendency of the proceedings before the conciliatory authorities or Labour Court, Tribunal or National Tribunal, as the case may be.
3. that the complainant should have been aggrieved by the contravention, and
4. that the application should have been made to the Labour Court, Tribunal or the National Tribunal in which original proceedings are pending.

13. As projected by Ashok Hotel, Shri Devender Sethi was working Security Guard from 21.04.2008 with M/s Total Quality Security & Surveillance Systems Pvt. Ltd., whose services were discontinued with effect from 04.01.2014. Therefore, it is emerging over the record that during pendency of the dispute before this Tribunal, Shri Devender Sethi was removed from service. As discussed earlier, the claimant Shri Devender Sethi has already been held to be an employee of Ashok Hotel vide award dated 31.08.2017.

14. Question for consideration would be as to whether action of Ashok Hotel amounts to retrenchment of services of Shri Devender Sethi. For that purpose, definition of the term retrenchment is to be construed. Retrenchment has been defined in section 2(oo) of the Act, which definition is extracted thus:

“2(oo) “retrenchment” means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the services of a workman on the ground of continued ill-health”.

15. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer “for any reason whatsoever” otherwise than as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill health of the workman. Reference can be made to the precedents in Avon Services (Production Agencies) (Pvt.) Ltd. (1979 (I) LLJ 1) and Mahabir (1979 (II) LLJ 363).

16. As detailed above, Shri Devender Sethi rendered service of nearly six years. No claim was made that action of termination of his services falls within the exceptions contained in section 2(oo) of the Act. Act of dispensing with their services does not fall within the main part of the definition, enacted by section 2(oo) of the Act. In view of these facts action of termination of his service for “any reason whatsoever” would amount to retrenchment and fall within the mischief of section 2(oo) of the Act. Evidently, there was violation of provisions of section 33 of the Act. By way of termination, Ashok Hotel has contravened provisions of section 33 of the Act. That contravention was during pendency of proceedings before this Tribunal.

17. Since contravention of the provisions of section 33 of the Act, during pendency of compulsory adjudication proceedings of the industrial dispute has come over the record, occasion arose for this Tribunal to embark upon an adjudication of the dispute contained in the complaint under reference. The dispute which was raised by Shri Devender Sethi, before this Tribunal was connected with the dispute in respect of which their services were not regularized. Therefore, Ashok Hotel was required to move an application for permission of such an action before this Tribunal, as provided by the provisions of section 33(1)(a) of the Act. Admittedly, no such an application for permission was moved by Ashok Hotel. Since the dispute was pending before this Tribunal at the time of contravention of section 33 of the Act, hence Shri Devender Sethi has rightly filed this complaint before this Tribunal.

18. What is the effect of non-moving an application for permission? Such proposition was taken note of by the Apex Court in Jaipur Zila Sehkar Bhoomi Vikas Bank (AIR 2002 S.C. 643) wherein a clear case of contravention of the proviso to section 33(2)(b) of the Act was canvassed before the Court. It would be expedient to reproduce the law laid in the above precedent, which are extracted thus:

“The proviso to Section 33(2)(b) as can be seen from its very unambiguous and clear language, is mandatory. This apart from the object of Section 33 and in the context of the proviso to Section 33(2)(b), it is obvious that the conditions contained in the said proviso are to be essentially complied with. Further any employer who contravenes the provisions of Section 33 invites a punishment under S.31(1) with imprisonment for a term which may extend to six months or with fine which may extend to Rs.1000/- or with both. This penal provision is again a pointer of the mandatory nature of the proviso to comply with the conditions stated therein. To put it in other way, the said conditions being mandatory, are to be satisfied if an order of discharge or dismissal passed under Section 33(2)(b) is to be operative, if an employer desires to take benefit of the said provision for passing an order of discharge or dismissal of an employee, he has also to take the burden of discharging the statutory obligation placed on him in the said proviso. Taking a contrary view that an order of discharge or dismissal passed by an employer in contravention of the mandatory conditions contained in the proviso does not render such an order inoperative or void, defeats the very purpose of the proviso and it becomes meaningless. It is well settled rule of interpretation that no part of statute shall be construed as unnecessary or superfluous. The proviso cannot be diluted or disobeyed by an employer. He cannot disobey the mandatory provision and then say that the order of discharge or dismissal made in contravention of Section 33(2)(b) is not void or in-operative. He

cannot be permitted to take advantage of his own wrong. The interpretation of statute must be such that it should advance the legislative intent and serve the purpose for which it is made rather than to frustrate it. The proviso to Section 33(2)(b) affords protection to a workman to safeguard his interest and it is a shield against victimization and unfair labour practice by the employer during the pendency of industrial dispute when the relationship between them are already strained. An employer cannot be permitted to use the provision of Section 33(2)(b) to ease out a workman without complying with the conditions contained in the said proviso for any alleged misconduct said to be unconnected with the already pending industrial dispute. The protection afforded to a workman under the said provision cannot be taken away. If it is to be held that an order of discharge or dismissal passed by the employer without complying with the requirements of the said proviso is not void or inoperative, the employer may with impunity discharge or dismiss a workman.

19. The Apex Court dealt with the situation of the withdrawal of such approval application or not making an application in the following manner:

“The view that when no application is made or the one made is withdrawn, there is no order of refusal of such application on merit and as such the order of dismissal or discharge does not become void or inoperative unless such an order is set aside under Section 33A, cannot be accepted. In our view, not making an application under Section 33(2) (b) seeking approval or withdrawing an application once made before any order is made thereon, is a clear case of contravention of the proviso to Section 33(2)(b). An employer who does not make an application under Section 33(2)(b) or withdraws that one made, cannot be rewarded by relieving him of the statutory obligation created on him to make such an application. If it is so done, he will be happier or more comfortable than an employer who obeys the command of law and makes an application inviting scrutiny of the authority in the matter of granting approval of the action taken by him. Adherence to and obedience of law should be obvious and necessary in a system governed by rule of law. An employer by design can avoid to make an application after dismissing or discharging an employee or file it and withdraw before any order is passed on it, on its merits, to take a position that such order is not inoperative or till it is set aside under Section 33-A notwithstanding the contravention of Section 33(2)(b) proviso, driving the employee to have recourse to one or more proceeding by making a complaint under Section 33-A or to raise another industrial dispute or to make a complaint under Section 31(1). Such an approach destroys the protection specifically and expressly given to an employee under the said proviso as against possible victimization, unfair labour practice or harassment because of pendency of industrial dispute so that an employee can be saved from hardship of unemployment.

20. No application for seeking permission to dispense with his services was moved, as contemplated by the provisions of section 33(1)(a) of the Act. It is evident that dispensing with the services of Shri Devender Sethi is void ab initio, since it was done by Ashok Hotel in contravention of the provisions of section 33(1)(a) of the Act. Shri Devender Sethi is deemed to be in the service of Ashok Hotel, with all consequential benefits. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: June 25, 2018

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1161.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, निदेशक, भारती एयरटेल सर्विसेज लिमिटेड, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 1, दिल्ली के पंचाट (संदर्भ संख्या 15/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.07.2018 को प्राप्त हुआ था।

[सं. एल-40011/133/2017-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 27th July, 2018

**S.O. 1161.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 15/2018) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the Director, Bharti Airtel Services Ltd., New Delhi and their workmen, which was received by the Central Government on 02.07.2018.

[No. L-40011/133/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

**ANNEXURE**

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

**ID No. 15/2018**

Shri Nagendra Prasad, through  
General Mazdoor Union,  
B-89, Gulmohar Park,  
New Delhi – 110049

...Workman

**Versus**

Bharti Airtel Services Ltd.,  
Through,  
The Director,  
Plot No.234, Okhla Industrial Estate, Phase III,  
New Delhi 110020

...Management

**AWARD**

Central Government, vide letter No.L-40011/133/2017-IR(DU) dated 09.01.2018, referred the following industrial dispute to this Tribunal for adjudication:

“Whether the transferring from Delhi to Guwahati to the workman Shri Nagendra Prasad, S/o Shri Laxman Prasad by the management of Bharti Airtel Services Ltd. is just, fair and legal? If not, what relief the workman concerned is entitled to and from which date?

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Shri Nagendra Prasad opted not to file his claim statement with the Tribunal.

3. Further, on receipt of the above reference, notice was also sent to the workman as well as the management. Neither the postal article, referred above, was received back nor was it observed by the Tribunal that postal services remained affected in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman. Despite service of the notice, the workman opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated: June 11, 2018

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1162.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुंबई के पंचाट (संदर्भ संख्या 60/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.07.2018 को प्राप्त हुआ था।

[सं. एल-41011/78/2013-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 27th July, 2018

**S.O. 1162.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27.07.2018.

[No. L-41011/78/2013-IR (B-I)]

B. S. BISHT, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT : M. V. DESHPANDE, Presiding Officer****REFERENCE NO. CGIT-2/60 of 2013****EMPLOYERS IN RELATION TO THE MANAGEMENT OF  
WESTERN RAILWAY**

The General Manager,  
Western Railway, Head Office,  
Churchgate,  
Mumbai – 400 020.

**AND****THEIR WORKMEN**

The General Secretary,  
Pashchim Railway Karmachari Parishad,  
33, Moti Bhavan, 2nd Floor,  
Dr. D'Silva Road,  
Dadar [W], Mumbai – 400 028.

**APPEARANCES:**

FOR THE EMPLOYER : Mr. Abhay Kulkarni, Advocate  
FOR THE WORKMEN : Mr. Raghunath Prasad, Advocate

**Mumbai, dated the 17th April, 2018****AWARD**

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-41011/78/2013 – IR (B-I) dated 14.10.2013. The terms of reference given in the Schedule are as follows :—

*“Whether the action of management of Western Railway, Mumbai in not giving pay protection to Sh. S.P. Singh, Confidential Assistant while granting him ad-hoc to regular promotion from Steno to Confidential Assistant and reduction of his pay from 18490/- to 15400/- is legal & justified ? To what relief the workman is entitled ?”*

2. After the receipt of the reference, both the parties were served with the notices.
3. On going through Roznama it appears that the concerned workman is absent since long i.e. since from 29.2.16.
4. As there is no sufficient material on record to substantiate the claim of the concerned workman, the reference is liable to be rejected. Accordingly, I pass the following order.

**ORDER**

Reference is rejected.

Date: 17.04.2018

**M. V. DESHPANDE, Presiding Officer**

नई दिल्ली, 27 जुलाई, 2018

**का.आ. 1163.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 1, दिल्ली के पंचाट (संदर्भ संख्या 203/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.07.2018 को प्राप्त हुआ था।

[सं. एल-12025/01/2018-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 27th July, 2018

**S.O. 1163.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 203/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the management of State Bank of Patiala and their workmen, received by the Central Government on 27.07.2018.

[No. L-12025/01/2018-IR (B-I)]

B. S. BISHT, Section Officer

**ANNEXURE**

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

**ID No. 203/2015**

The General Secretary,  
Zila Trade Union Council,  
Moradabad

...Workman

**Versus**

State Bank of Patiala

...Management

**AWARD**

This is an application filed under Section 33-A of the ID Act, 1947 (in short the Act) with the averments that the terms of reference cannot be changed, altered or superseded by the employer during pending of proceedings. Shri Sanjeev Kumar, the claimant employed as part time sweeper at Bartan Bazar, Moradabad branch of State Bank of Patiala (now merged with State Bank of India), was transferred to Almora (in short the management) on 27.12.2012 while bipartite settlement (in short BPS) took place on 27.04.2010 for the part time sweepers. It is further averred that the agreement dated 20.09.2008 has become infructuous in view of bipartite settlement of 20.09.2008. The management was bound to regularize the claimant in view of the BPS dated 27.04.2010 whereas the claimant was shifted to Almora with 1/3 pay scale. The claimant has also referred to the case of A.K. Saxena vs. State Bank of Patiala AIR 2016, Supreme Court 1208 wherein the Hon'ble Apex Court has observed that there should be no discrimination with any employee under Article 16 of the Constitution. Finally, it has been prayed that the management may be penalized for the offence.

2. Statement of defence has been filed by the management wherein preliminary objections, inter alia of the application being gross abuse of law, the claimant already having opted for withdrawal of the present dispute and thus seeking no relief etc. have been taken. The management has denied the other material averments contained in the statement of claim.

3. Since the present application stood on the same footing as the reference made under section 10 of the Act, as such, liberty was granted to the claimant to adduce evidence in support of their pleadings. However, it was stated that he does not want to adduce any evidence in support of the averments made in the application.

4. Management, in order to prove their case, examined Shri Alok Rastogi, Branch Manager, who tendered in evidence his affidavit Ex.MW1/A and also relied on documents Ex.MW1/1 and Ex.MW1/2.

5. I have heard Shri Nem Singh, A/R for the claimant union and Shri S.K. Tyagi, A/R for the management.

6. It is now settled position in law that any proceedings under Section 33-A are penal in nature and is independent of the main industrial dispute. The claimant in such a case is required to adduce specific and cogent evidence on record so as to prove wilful violation of the orders passed by this Tribunal. In the case on hand, the claimant has not even cared to enter into the witness box so as to support the averments made in the complaint under Section 33-A of the Act. An overall examination of the complaint made would show that the management has committed unfair labour practice by changing conditions of service by using fresh appointment during pendency of proceedings. Management has specifically countered this fact by urging that the claimant applied for the said post and as such he was given fresh appointment. All these facts could have been considered by this Tribunal had the claimant entered the witness box and subjected himself for cross examination or filed letter of fresh appointment. In the absence of the all these documents, it is difficult for this Tribunal to draw any conclusion regarding violation of conditions of service by the management.

7. Moreover, in the main case, the claimant has stated that he does not want to pursue the proceedings before this Tribunal and he is satisfied with his present status. In such a situation, this Tribunal is of the opinion that no useful purpose would be served by continuing the present proceedings. Net result of the above discussion is that the relief sought vide the above complaint filed under Section 33-A is not legally maintainable and as such no relief can be

granted. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated: June 26, 2018

A. C. DOGRA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2018

**का.आ. 1164.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईएनजी वैश्य बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 7/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.07.2018 को प्राप्त हुआ था।

[सं. एल-12012/147/2006-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 30th July, 2018

**S.O. 1164.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the industrial dispute between the management of ING Vysya Bank Ltd. and their workmen, received by the Central Government on 30.07.2018.

[No. L-12012/147/2006-IR (B-I)]

B. S. BISHT, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

**Present :** Sri Muralidhar Pradhan, Presiding Officer

Dated : the 26th day of June, 2018

#### INDUSTRIAL DISPUTE No. 7/2007

#### Between :

Sri B. Sravana Kumar,  
D.No.43-9-3, Rly. New Colony,  
Main Road, Visakhapatnam

...Petitioner

#### AND

1. The Branch Manager,  
ING Vysya Bank Ltd.,  
Ramachandrapuram,  
East Godavari Distt.,  
Andhra Pradesh.
2. The Managing Director & CEO,  
Corporate Office, ING Vysya Bank Ltd.,  
22 MG Road, Bangalore-560 001

...Respondents

#### Appearances :

For the Petitioner : M/s. C. Sridhar, C. Chakradhar & S. Srikanth, Advocate  
For the Respondent : M/s. C. Niranjana Rao, M. Subrahmanya Sastry &  
L. Chandra Mohan Reddy, Advocates

#### AWARD

The Government of India, Ministry of Labour by its order No. L-12012/147/2006-IR(B.I) dated 14.12.2006 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:



**SCHEDULE**

“Whether the action of the management of ING Vysya Bank Ramachandrapuram Branch in imposing the punishment of dismissal of Shri B. Sravan Kumar, Ex-Clark w.e.f. 23.4.2005 is justified? If not, to what relief the workman is entitled?”

On receipt of the reference this Tribunal has registered and numbered the reference as I.D. No. 7/2007 and issued notices to the workman and the Respondents’ management to procure their attendance. In obedience to the notices both the parties appeared before the court and engaged their respective counsels with the leave of the court and consent of either party.

2. **The averments made in the claim statement in brief are as follows:**

The Petitioner joined the Respondents’ organization in the year 1989 as a sub-staff and was promoted as a clerk in 1997. He was awarded merit, Special merit and Super Merit certificates, Gold coin etc.. by the Respondents. When he was entrusted with Cashier duties on rotation, he used to act according to the instructions of the Bank, whenever there occurs cash shortage, or excess. While so, he was served with charge sheet dated 25.4.2003 for misappropriation in different transactions during two years from 2000 to 2002 which is fabricated. He requested the Respondents through his letter dated 22.5.2003 for supply of relevant documents which is in vain. A formal, illegal enquiry was conducted over the charges levelled against him and the Petitioner was held guilty of the charges levelled against him and the Petitioner was dismissed from service vide order of the Disciplinary Authority dated 23.4.2005. Though the Petitioner preferred appeal, it was also dismissed by the Appellate Authority. The enquiry conducted is against the principles of natural justice. Hence, it is prayed that the Tribunal be pleased to set aside the dismissal order dated 23.4.2005 and order of the Appellate Authority dated 28.6.2005 and the Respondents be directed to reinstate the Petitioner with full back wages, continuity of service and with all other attendant benefits with 18% interest on the back wages etc..

3. **Respondents filed their counter with the averments in brief as follows:**

While working as cashier in Ramachandrapuram branch, the Petitioner has committed certain grave and serious misconducts of misappropriation of customers money of M/s Usha Agencies, dealers in fertilizers and pesticides who are enjoying overdraft facility in Ramachandrapuram since long time. In addition to the same, the Petitioner has also involved in misappropriation with regard to M/s Patel Transport, having current account in Ramachandrapuram branch since 2000 and M/s Godavari Traders, who are having overdraft SIT limit with Ramachandrapuram branch since 2000. It was reported by the above said customers that the Petitioner used to meddle with the currency notes of Rs.100/- on several occasions and the same were remitted by them having good faith upon the bank. The Respondent has made formal enquiries which reveals that the Petitioner has removed 2 to 3 sections of Rs.100/- denominations from the amount paid by the said customers on several occasions and thereby misappropriated the funds of the Bank and customers money. In view of those misconducts, an article of charges was framed by the Respondents’ management vide charge sheet dated 25.4.2003 framing charges under Section 5(j) of the settlement between the bank and their workmen. As the Petitioner failed to submit his explanation to the charge sheet inspite of giving ample opportunities, the management proceeded with the enquiry. The Petitioner has participated in the enquiry and was given full and fair opportunity to participate in the enquiry proceeding. Copies of the enquiry report and enquiry proceedings were served to the Petitioner. During personal hearing also the Petitioner could not prove himself innocent. After considering all the material available on record, a dismissal order was passed dismissing the Petitioner from service with immediate effect. The Respondents’ have lost the confidence on the Petitioner as such no relief can be granted to the person involved in misappropriation of funds especially in the Respondents’ bank where public money should be safeguarded with good faith and confidence. As such, the reference be ordered in negative.

4. On 21.4.2011 order passed holding the enquiry as valid and legal.

5. **The points for consideration are:**

I. Whether the action of the management of ING Vysya Bank, Ramachandrapuram Branch in imposing the punishment of dismissal of Shri B. Sravan Kumar, Ex-Clark w.e.f. 23.4.2005 is justified?

II. If not, to what relief the workman is entitled?”

6. I have heard the Learned Counsels for both the sides in this matter.

7. The Learned Counsel appearing on behalf of the Petitioner workman contended that the Petitioner joined as a sub-staff under the Respondents’ organization in the year 1989 and subsequently promoted as a clerk in 1997. During his service period, he was awarded merit, Special merit and Super Merit certificates, Gold coin etc.. by the Respondents. When he was entrusted with Cashier duties on rotation basis, he used to act according to the instructions of the Bank, whenever there occurs cash shortage, or excess. While so, he was served with charge sheet dated 25.4.2003 for misappropriation in different transactions during two years from 2000 to 2002 which is clearly fabricated. Thereafter, he requested the Respondents vide his letter dated 22.5.2003 for supply of relevant documents, but it was in vain. It is also contended that a formal enquiry was conducted over the charges levelled against him and after the enquiry the Petitioner

was held guilty of the charges and he was dismissed from service vide order of the Disciplinary Authority dated 23.4.2005. The Petitioner preferred appeal, but it was also dismissed by the Appellate Authority. The enquiry conducted is against the principles of natural justice. The Learned Counsel also contended that the order passed by the Enquiry Officer, the Disciplinary Authority as well as the Appellate Authority were biased and perverse. With the above submissions, he submitted to set aside the dismissal order dated 23.4.2005 as well as the order of the Appellate Authority dated 28.6.2005 and to direct the Respondents to reinstate the Petitioner with full back wages, continuity of service and all other attendant benefits.

8. On the other hand the Learned Counsel appearing on behalf of the Respondents argued that the Petitioner while working as a cashier in Ramachandrapuram branch, he has committed certain grave and serious misconducts of misappropriation of customers money of M/s Usha Agencies, dealers in fertilizers and pesticides who are enjoying overdraft facility in Ramachandrapuram since long time. In addition to the same, the Petitioner has also involved in misappropriation with regard to M/s Patel Transport, having current account in Ramachandrapuram branch since 2000 and M/s Godavari Traders, who are having overdraft SIT limit with Ramachandrapuram branch since 2000. It was reported by the above said customers that the Petitioner used to meddle with the currency notes of Rs.100/- on several occasions and the same were remitted by them having good faith upon the bank. The Respondents have made formal enquiries which reveals that the Petitioner has removed 2 to 3 sections of Rs.100/- denominations from the amount paid by the said customers on several occasions and thereby misappropriated the funds of the Bank and customers money. In view of those misconducts, an article of charges was framed by the Respondents' management vide charge sheet dated 25.4.2003 framing charges under Section 5(j) of the settlement between the bank and their workmen. As the Petitioner failed to submit his explanation to the charge sheet inspite of giving ample opportunities, the management proceeded with the enquiry. The Petitioner has participated in the enquiry and was given full and fair opportunity to participate in the enquiry proceeding. Copies of the enquiry report and enquiry proceedings were served to the Petitioner. During personal hearing also the Petitioner could not prove himself innocent. After considering all the material available on record, a dismissal order was passed dismissing the Petitioner from service with immediate effect. The Respondents' have lost confidence on the Petitioner as such no relief can be granted to the person involved in misappropriation of funds especially in the Respondents' bank where public money should be safeguarded with good faith and confidence. Lastly, it is submitted that the enquiry has been conducted formally after following due procedure which needs no interference.

9. **Point No.I:** In order to prove the charges levelled against the Petitioner workman one enquiry has been conducted and before commencement of the enquiry, charge sheet had been issued to the Petitioner to which he had acknowledged and had made a representation for time to submit explanation. Inspite of taking time the Petitioner did not submit any explanation. The management witnesses, Sri D.B. Desai, Vigilance Department and Sri P.V. Lakshminarayanan Rao, Manager & Branch head of Ramachandrapuram Branch, Sri S. Vinayak, Branch Manager of M/s Patel Transport Company and Sri S. Satti Babu, from M/s. Usha Agencies, were examined in presence of the Petitioner's Defence Representative who had also cross examined all the management witnesses. After closure of the evidence from the side of the Respondent management, the workman was also given opportunity to produce defence witnesses. The workman himself was examined as a defence witness and was also cross examined by the management. The Petitioner workman as well as the management representatives submitted written notes in brief during the enquiry proceeding, after completion of enquiry, the Enquiry Officer submitted the report holding the charges as proved. The Enquiry Officer has recorded the findings basing on the materials placed before him with cogent reasons. As per the allegation of the management, the Petitioner was working as a cashier, and during his tenure he has misappropriated customers money. He used to meddle with the Rs.100/- notes on several occasions and the customers have also remitted the same on good faith. In the domestic enquiry the charges levelled against the Petitioner workman have been proved, though it was challenged before this Tribunal, the domestic enquiry conducted by the management was held as legal and valid. The counsel for the Petitioner workman submitted that all the allegations made against the workman have been fabricated. It is not known why such allegations would be made against an employee of the bank. The counsel for the Respondent has submitted that from documentary evidence it is proved that the Petitioner workman has misappropriated customers money as well as the bank's money. On good faith the customers used to deposit their money in the bank for safety. If the person who would be the custodian of the public funds will misappropriate the public money, obviously the people will loose faith from the public institution like bank, where the public money should be safeguarded with good faith and confidence. Where an employee of the bank would be involved in misappropriation of money of the bank as well as the customers' money, he should not be allowed to continue in such type of responsible posts. The Learned Counsel for the Petitioner workman contended that atleast lenient punishment should have been given to the Petitioner workman instead of capital punishment. On the other hand the Learned Counsel for the Respondents submitted that where bank has lost its faith and confidence from an employee who has been involved in serious mis conduct of misappropriation of customers money he should not be allowed to work in a public institution like bank.

10. On consideration of the rival contention of both the sides, it is noticed that as the Petitioner workman was involved in serious misconduct of misappropriation of bank's money as well as customers' money, the punishment of dismissal has been given. If any lenient punishment would have been given to such an employee he would be

encouraged to commit similar offences in future. Therefore, it is held that the Respondents' Bank has rightly passed the order of dismissal which needs no interference.

Thus, Point No.I is answered negatively against the Petitioner.

11. **Point No.II**: In view of the findings given in point No.I, the Petitioner is not entitled to get any relief.

Thus, Point No.II is answered accordingly.

### **Result :**

In the result, the action of the management of ING Vysya Bank, Ramachandrapuram Branch in imposing the punishment of dismissal of Shri B. Sravan Kumar, Ex-Clark w.e.f. 23.4.2005 is justified. Hence, the workman is not entitled to any relief as claimed for.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 26<sup>th</sup> day of June, 2018.

MURALIDHAR PRADHAN, Presiding Officer

### **Appendix of evidence**

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

### **Documents marked for the Petitioner**

NIL

### **Documents marked for the Respondent**

NIL

नई दिल्ली, 30 जुलाई, 2018

**का.आ. 1165.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईसीआईसीआई बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 1, दिल्ली के पंचाट (संदर्भ संख्या 13/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.07.2018 को प्राप्त हुआ था।

[सं. एल-12025/01/2018-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 30th July, 2018

**S.O. 1165.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the management of ICICI Bank Ltd. and their workmen, received by the Central Government on 30.07.2018.

[No. L-12025/01/2018-IR (B-I)]

B. S. BISHT, Section Officer

### **ANNEXURE**

**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, DWARKA COURTS COMPLEX : NEW DELHI**

**ID No. 13/2014**

Shri Naresh Kumar  
s/o. Shri Leeladhar,  
Employee No.205795,  
r/o. Block O-161, Vani Vihar,  
Gali No.4, Geeta Enclave, near Bhatia Public School,  
Uttam Nagar, New Delhi 110059

...Workman

**Versus**

ICICI Bank Ltd.,  
NBCC Place, Bhishma Pitamah Marg,  
Pragati Vihar, Lodhi Road,  
New Delhi 110003

...Management

### AWARD

This is a claim filed directly by the Workman/claimant Naresh Kumar under Section 2(A) of the Industrial Disputes Act (hereinafter referred to as “the Act”), with the averments that the claimant was employed with the Management Bank on 16/8/2010 with a monthly salary of Rs.12500/- besides Rs.2000/- as conveyance allowance.

2. It is the case of the claimant that he met with an accident in March, 2011 while in service and had received lacerated and internal injuries all over his body. He was performing his duty with utmost sincerity and punctuality. The claimant could not be cured for long time and he used to report for duty to Mr. Manish Chaudhary who advised him to get proper treatment. The claimant requested his uncle Shri Subhash to make a telephone call on 1/11/2012 to Mr. Manish Chaudhary for grant of leave since he was taking treatment from the specialized Medical Officer. Thereafter the claimant joined duty on 16/11/2012 and found that his ID was locked by the Management Bank. He made enquiries from Mr. Chaudhary who informed the claimant that if he is completely cured, his ID would be delocked. Upon this the claimant informed him that he would take treatment for a further period of 7 days as per advice of the doctor. Thereafter the claimant went to perform his duty on 24/11/2012 but he was not allowed to perform his duty. Manish Chaudhary of the Management informed him that he stands dismissed from service and should try for another job. Thereafter the claimant made several representations to the Management but of no use. The Management has illegally terminated the services of the claimant w.e.f. 24-11-2012 without any reason. Thereafter the claimant raised a dispute before Conciliation Officer, Connaught Place, New Delhi on 27.6.2013 who tried to settle the matter amicably but to no avail. The Management has unnecessarily harassed the claimant and has taken undue advantage to exploit the claimant. The claimant has prayed that the Management Bank be directed to pay a sum of Rs.4,94,500/- alongwith interest pendente lite and future interest @ 24% p.a. till realization of the amount and also to reinstate him with full back wages with seniority benefits.

3. The claim petition has been resisted by the Management who filed written statement & took preliminary objections that the claim is not maintainable in view of notification dated 15/9/2010 issued by the Govt. of India. It is alleged in para 3 of the preliminary objections that the claimant himself abandoned his job by his own conduct as he started remaining absent unauthorisedly from September, 2012 without any pre intimation and information to the concerned Authority. He came to the office on 16-11-2012 to discuss his case with his Reporting Officer Mr. Manish Chaudhary and had asked for leave till 23/11/2012, while his leave for the period from 16/11/2012 to 23/11/2012 was approved. The claimant thereafter did not come to attend his duties w.e.f. 24/11/2012 and did not send any leave application and also did not inform about his unauthorized absence from duty. Thereafter a letter dated 6/12/2012 was sent to the claimant, informing him that he was unauthorisedly absent w.e.f. 24-11-2012 and advised him to report for duties but the claimant never came to resume his duty nor assigned any reason for his such unauthorized absence. The Management Bank again sent a letter dated 19/12/2012 but to no response. However, the claimant in the meanwhile had filed a claim before the Conciliation Officer on 27-6-2013. The claimant himself in fact had not reported for duty and remained absent in violation of the service rules. On merits, the Management Bank denied all the averments made in the claim petition and urged that claimant is not entitled for any relief.

4. Against this factual background, this Tribunal on the pleadings of the parties, framed following issues on 10/03/2014 :-

- 1) Whether claimant rendered continuous service of 240 days in preceding 12 months from the date of termination of his services ?
- 2) Whether claimant is entitled to relief of reinstatement in service of the Management ?

This Tribunal vide order dated 26/8/2015 framed following additional issues :-

- 3) Whether the claimant is a workman as defined under Section 2(s) of the Industrial Disputes Act, 1957 ?
- 4) Whether the claimant has not abandoned his services by remaining unauthorized absent with effect from 24/11/2012 ?

5. The Claimant in support of his case examined herself as W.W.1 and tendered his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/3.

6. On the other hand, the Management in order to rebut the case of the claimant examined Ms. Penaaz Gupta, Manager (HR) as MW1 and she tendered her evidence by way of affidavit Ex.MW1/A alongwith documents Ex.MW1/1 & Ex.MW1/2.

7. I have given my thoughtful consideration to the arguments advanced on behalf of the parties.

**Issue No. 3 :-**

8. This issue is being taken up first for the purpose of discussion as it is legal in nature. Learned AR for the Management strongly argued that the claimant herein does not fall within the definition of the workman as he was performing his duties of administrative/supervisory nature. Salary of the claimant is above the statutory limit so as to exclude the claimant from the definition of “workman” under Section 2(S) of the Act. Learned AR of the Management took pains to the oral as well as documentary evidence on record so as to buttress his submissions.

9. Per contra AR appearing on behalf of the claimant refuted the contention of the Management by urging that claimant was not performing any kind of supervisory duty. There was no official of the Management who was working under the control of the claimant.

10. After hearing the submissions of the parties counsel at length and careful scrutiny of the evidence on record, I am of the firm view that the claimant falls within the definition of “workman” as provided under Section 2(s) of the Act, for the reasons hereinafter mentioned.

11. It is well settled that in order to find out as to whether a person was performing the work of supervisory or managerial in nature, the dominant purpose of the employment of the person concerned should be taken into consideration and certain additional duties performed by him should be ignored while determining the status and character of the person. Since the objection regarding the status of the workman being employed in supervisory capacity has been taken by the management as such the onus to prove this fact is upon the management. It was imperative for the management to adduce cogent evidence to prove the specific nature of duty regarding supervisory or managerial work. In order to find out whether the workman herein falls within the definition of workman as defined in section 2(s) of the Act. It would be expedient to have a glance on definition of the term ‘workman’, contained in section 2(s) of the Act. For sake of convenience, definition of term ‘workman’ is reproduced thus:

“2(s) Workman means any person (including an apprentice) employed in any industry to do any manual, unskilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) Who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act 1950(46 of 1950) or the Navy Act, 1957 (62 of 1957), or
- (ii) Who is employed in the police service or as an officer or other employee of a prison , or
- (iii) Who is, employed mainly in a managerial or administrative capacity, or
- (iv) Who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature”.

12. The first part of the definition gives statutory meaning of the term ‘workman’. This part of the definition determines a workman by reference to a person (including an apprentice) employed in an “industry” to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward. This part determines what a “workman” means. The second part is designed to include something more in what the term primarily denotes. By this part of the definition, person (i) who have been dismissed, discharged or retrenched in connection with an industrial dispute, or (ii) whose dismissal, discharge or retrenchment has lead to an industrial dispute, for the purpose of any proceeding under the Act in relation to such industrial dispute, have been included in the definition of “workman”. This part gives extended connotation to the expression “workman”. The third part specifically excluded the categories of persons specified in clauses (i) to (iv) of this sub section. The third part connotes that even if a person satisfies the requirements of any of the first two parts but if he falls in any of the four categories in the third part, he shall be excluded from the definition of ‘workman’. Not only the persons who are actually employed in an industry but also those who have been discharged, dismissed or retrenched in connection with or as a consequence of an industrial dispute, and whose dismissal, discharge or retrenchment has lead to that dispute, would fall within the ambit of the definition. In other words, the second category of persons included in the definition would fall in the ambit of the definition, only for the purpose of any proceedings under the Act in relation to an industrial dispute and for no other purposes. Therefore, date of reference is relevant and in case a person falls within the definition of workman on that day, the Tribunal would be vested with jurisdiction to entertain it and the jurisdiction would not cease merely because subsequently the workman ceases to be workman.

13. For an employee in an industry to be a workman under this definition, it is manifest that he must be employed to do skilled or unskilled manual work, supervisory work, technical work or clerical work. If the work done by an employee is not of such a nature, he would not be a workman. The specification of the four types of work obviously is

intended to lay down that an employee is to become a workman only if he is employed to do work of one of those types, while there may be employees who, not doing any such work, would be out of the scope of the word 'workman', without having resort to the exceptions. It cannot be held that every employee of an industry was to be a workman except those mentioned in the four exceptions as in the case these four classifications need not have been mentioned in the definition and a workman could have been defined as a person employed in an industry except in cases where he was covered by one of the exceptions.

14. In cases where an employee is employed to do purely skilled or unskilled manual work, or supervisory work or technical work or clerical work there would be no difficulty in holding him to be a workman under the appropriate classification. Frequently, however, an employee is required to do more than one kind of work. In such cases, it would be necessary to determine under which classification he will fall for the purpose of finding out whether he does not go out of the definition of 'workman' under the exceptions. The principle is now well settled that, for this purpose, a workman must be held to be employed to do that work which is the main work he is required to do even though he may incidentally do other type of work.

15. Applying the legal principle as discussed above, this Tribunal is to examine whether claimant was performing any supervisory or administrative type of job so as to exclude him from the definition of workman. In this regard it is appropriate to refer to the contents of his affidavit Ex.WW1/A which is in consonance with the statement of claim. While appearing as WW1, the claimant Naresh Kumar has admitted that his last pay drawn was Rs. 13,000/- or above. He clarified that since his ID was found locked and his senior Mr. Manish Chaudhary had told him about this. He also clarified that he is not member of any union and his work was of administrative nature in the bank and that he was also taking part in the policy making meetings of the bank with other officials of the bank.

16. To my mind simply because the claimant was performing administrative nature of duties or was taking part in the policy making meetings of the bank with other officials of the bank, would not be legally sufficient to exclude him from the definition of the workman. It has been held in the case of Hussan Mithu Mhaswvadkar Vs. Bombay Iron and Steel Iron Board (2001) 7 SCC 394 that the designation of an official alone is not decisive regarding applicability of the definition of workman under the Act and one has to examine the nature and kind of his duty as well as power and functions of such official, so as to decide whether he is performing supervisory nature of work or whether he is mainly employed in managerial or administrative capacity or not. There is nothing in the evidence of the Management as to what was the supervisory nature of work/duty which the claimant was performing and in what kind of policy decision, the claimant has taken part. There is also nothing on record to show that the claimant had got any kind of disciplinary powers or any official was working under his control and supervision, so as to hold that he was exercising any supervisory authority over his subordinates. In this regard it is also appropriate to refer to the statement of MW 1 Ms. Penaaz Gupta, Manager (HR) of the Management Bank. There is nothing in the statement of this witness regarding supervisory nature of duty which the claimant was performing or what are/were the powers & functions which claimant was enjoying in managerial or administrative capacity.

17. I have carefully gone through the ratio of law in the case Tata Sons Ltd. Vs. S. Bandyopadhyay 2004 (102) FLR 157 (Delhi) wherein it was held that Deputy Manager (Engineering) does not come within the definition of workman, as he was required to report to his superior though was performing work which also included creativity and imagination. There are also observations in the above ruling that mere designation of an employee is not of any consequence for the purposes of determining whether he is a workman or not. What is of importance is the nature of his duties, particularly his primary duties or his basic duties and the dominant purpose of his employment. “

18. There is hardly any dispute with the above proposition of law but in the case in hand there is no evidence on record to suggest that claimant was performing any managerial function or administrative work in the course of his primary or basic duties. The Management was under obligation to lead cogent evidence in this respect so as to exclude the claimant from the definition of the workman.

19. Equally settled is the position under law. The Industrial Dispute Act being a social and beneficial legislation, its provisions should be construed liberally and harmoniously so as to advance the interests of the workman.

20. In view of the above discussion, it is held that the claimant herein falls within the definition of workman. This issue is decided accordingly.

#### **Issue No.1 and 4 :-**

21. Both these issues are being taken up together for the purpose of discussion as they can be conveniently disposed of.

22. It is apparent from the pleadings of the parties that the claimant herein was engaged by the Management Bank on 16/8/2010 with monthly salary of Rs.12500/- besides conveyance allowances of Rs.2000/- . The factum of engagement of the claimant has not been denied by the Management even in its written statement, rather the Management has taken a stand that claimant is not a workman as discussed above, as he was working as Officer and was drawing salary of Rs.12500/- per month. This admission is again suggestive of the fact that engagement of the claimant in the

employment of the bank has never been disputed by the Management at any stage of the proceedings in the present case. The Management has taken a specific plea as is clear from para 3 of the Preliminary Objections in the written statement that claimant had himself abandoned the job as he started remaining absent from duties from September, 2012 without prior intimation. However, it is undisputed fact that the claimant came to the office on 16-11-2012 to discuss his case with his superior/reporting Officer Mr. Manish Chaudhary and again asked for leave till 23-11-2012 while his leave for the period from 16-11-2012 to 23-11-2012 was approved and regularized as per request of the claimant. It was thereafter the claimant did not join duties w.e.f. 24-11-2012. Thus, it is clear that the claimant was in continuous service and had completed 240 days in a calendar year prior to his alleged termination/dismissal from duty.

23. Now the vital question is whether the claimant remained absent from duty unauthorisedly w.e.f. 24-11-2012 as alleged by the Management. The Management has also alleged that claimant has not sent any leave application after 24-11-2012 to the Management, nor his leave was subsequently approved by any Competent Authority. It is pertinent to mention here that claimant in his affidavit has clearly stated that he was not keeping good health on account of accident and his uncle Mr. Subhash had made a telephonic call to his reporting Officer Mr. Manish Chaudhary on 1-11-2012 for grant of leave as the claimant was taking treatment from a specialized Medical Officer. In this regard it is appropriate to refer to the cross examination of Naresh Kumar WW1, wherein he has stated that he went to attend to his duties on 24/11/2012 and his Senior had told him to perform routine work and his attendance was also marked in the System. Perusal of the documents Ex.WW1/2 (colly) shows that the claimant was referred for CT Scan on 1/12/2012 by the doctors of GB Pant Hospital, New Delhi. Medicines were also prescribed to him when he visited the Hospital in the OPD on 6/12/2012. Therefore, the contention of the Management that there is no positive evidenced regarding the medical treatment of the claimant is belied by documentary evidence Ex.WW1/2 (colly.).

24. It is now well settled position in law from various authorities of the Hon'ble Apex Court as well as of the High Courts that in case an employee remains absent from duty without intimation and without any cogent reasons, the employer is required to issue show cause notice to such an employee and hold a formal inquiry against such delinquent official. It is only thereafter the Competent Authority can pass order of termination or dismissal against such an employee. Reference can be made to the decision of the Hon'ble Apex Court in D.K. Yadav Vs. JMA Industries 1993 LLLR 584 (SC) wherein it was observed that even if a workman absents or over-stays his leave, an enquiry will be imperative in order to afford an opportunity to the employee. Further, in the case of Uptron India Vs. Shammi Bhan, 1998 LLR 385 (SC), Hon'ble Apex Court had held that the abandonment of job by an employee depends upon his intention. Our own High Court in the decision titled Economic Transport Organization Vs. Dharmendra Mishra, 2014, LLR 696 held that plea of abandonment in absence of domestic enquiry is untenable.

25. MW1 Ms. Peenaz Gupta, Manager (HR) has deposed that the Management Bank had sent a letter dated 6/12/2012 (Ex.MW1/2) to the claimant regarding his unauthorized absence w.e.f. 24-11-2012, advising him to report for duty immediately but he never resumed his duties and hence another letter dated 19-12-2012 (Ex.MW1/1) was sent to the claimant, informing that since the claimant was not interested to continue in the service of the Bank, therefore the Bank treated him as if he has voluntarily left the services by abandoning his job.

26. Admittedly, no regular inquiry was held by the Management Bank against the claimant on account of his unauthorized absence from duty or abandonment of the job. MW1- sole witness examined by the Management Bank did not state in his affidavit Ex.MW1/A that any regular/formal inquiry was held by the Management Bank against the claimant regarding his unauthorized absence from duty and only thereafter the letter Ex.MW1/2 was issued.

27. As a sequel to my aforesaid discussion, it is held that action of the Management Bank to serve the claimant with letter dated 19/12/2012 whereby the claimant was informed that he ceased to be in the employment of the Bank with immediate effect, is neither legal nor justifiable, moreso when the Management Bank was well aware of the medical condition of the claimant and had approved his leave for the period from 16-11-2012 to 23-11-2012. Even if it is assumed for the sake of arguments that the claimant was on unauthorized leave w.e.f. 24/11/2012 onwards, then also it can not be concluded that the claimant had intention to abandon the employment with the Management Bank, inasmuch as he was undergoing treatment in a Govt. Hospital for the injuries sustained by him in an accident. Resultantly, both these issues are decided in favour of the claimant and against the Management Bank.

## **Issue No. 2 :-**

28. Now the residual issue arises for consideration is as to whether the claimant is entitled for reinstatement with full back wages or that the workman/ claimant is to be given only reasonable compensation.

29. It is pertinent to mention here that the claimant was performing his duty with the Management Bank with sincerity and there is no memo or show cause notice ever issued to the claimant regarding his work performance. The Claimant has filed on record letter of appointment (which is now marked as Mark-A for the purposes of identification) which simply provides that services of the claimant/workman are liable to be terminated without any assigning any reason and without giving any notice during probation period and at any time during his services with the bank in the event of any breach of the conditions mentioned in the letter of appointment on his part or any incorrect information furnished by him regarding his previous employment and/or breach of rules & regulations of the Bank. It is not out of

place to mention here that the Management has not discharged or terminated the services of the claimant on the ground that his performance was unsatisfactory or that he was on probation or that he breached any rule or regulation of the Bank, rather the case of the Management is of abandonment of services by the claimant himself due to his unauthorized absence from duty. This Tribunal while rendering findings on issue No.4 has already held that the claimant has not abandoned his services with the Management Bank in any manner. The claimant was performing duty which is/was of regular and perennial nature, inasmuch as he was employed with the Management Bank on 16/8/2010 and was terminated from service vide letter dated 19/12/2012. Admittedly he was not a daily wage or casual labour worker.

30. The ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect namely in violation of Section 25-F reinstatement with back wages is not to be automatic.

31. The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

32. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

33. Three Bench Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the employer is found to be totally, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

34. Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. ***One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However,***



*where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calander year."*

35. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service inasmuch as his termination is per-se illegal, particularly when the job is of permanent nature and the Management has employed another person in place of the claimant. As regards payment of back wages to the claimant, it is pertinent to mention here that there is no pleadings in the statement of claim to the effect that the workman/claimant is not gainfully employed after his termination, nor this fact has been stated in the affidavit Ex.WW1/A by the claimant. In such circumstances, there is no question of grant of back wages to the claimant. Law is well settled that back wages are to be granted not as a matter of course by the Tribunal and that grant of back wages is subject to the pleadings of "non gainful employment" coupled with cogent evidence thereof. This issue is decided accordingly.

#### **Relief :-**

36. As a sequel to my discussion herein above, it is held that the action of the management in terminating services of the claimant Shri Naresh Kumar with effect from 19-12-2012 is illegal & unjustified and as a corollary workman/claimant herein is ordered to be reinstated to the same post which was held by him prior to his termination by the Management. The award is accordingly passed.

Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2018

**का.आ. 1166.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 1, दिल्ली के पंचाट (संदर्भ संख्या 114/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.07.2018 को प्राप्त हुआ था।

[सं. एल-12011/36/2017-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 30th July, 2018

**S.O. 1166.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/2018) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 30.07.2018.

[No. L-12011/36/2017-IR (B-I)]

B. S. BISHT, Section Officer

#### **ANNEXURE**

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No.511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

**ID No. 114/2018**

Shri Zile Singh S/o late Shri Badle Ram (Retd.),  
Represented through General Secretary,  
Delhi Labour Union, (Regd. No.1026), Agarwal Bhawan,  
G.T. Road, Tiz Hazari,  
Delhi 110 054

...Workman

#### **Versus**

1. The Manager,  
State Bank of India,  
Asian Games Village,  
New Delhi – 110049

2. The Regional Manager,  
State Bank of India,  
Regional Office, Parliament Street,  
New Delhi – 110 001

...Management

### AWARD

In the present case, a reference was received vide letter No.L-12011/36/2017-IR(B-I) dated 16.02.2018 under clause (d) of sub-section (1) and Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial disputes, terms of which are as under:

- “1) Whether the inquiry proceedings against the workman Shri Zile Singh S/o late Shri Badle Ram (stand retired on 31.03.2015) are vitiated? If yes, then whether the workman is entitled for promotion on the post of Special Assistant from the year 2008 instead of from 2015?
- 2) Whether the workman is entitled for balance salary for the suspension period i.e. from June 2005 to March 2005?
- 3) Whether the workman is entitled for all consequential benefits?

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Shri Zile Singh, the workman, opted not to file his claim statement with the Tribunal.

3. Further, on receipt of the above reference, notice was also sent to the workman as well as the management. Neither the postal article, referred above, was received back undelivered nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman. Despite service of the notice, the workman opted to abstain from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. However, it will not debar the claimant from seeking relief afresh as there is no adjudication of the reference on merits. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated: July 18, 2018

A. C. DOGRA, Presiding Officer